# Health Data Research UK Trainer and Educator Call

## May 2023

**Health Data Research UK**

**Applicant pack**

**Introduction**

Join HDR UK as a freelance trainer/educator!

If you are a trainer or educator with strong experience in academia, industry or the charity sectors then the HDR UK Capacity Building team would like to hear from you.

HDR UK is recruiting freelance trainers and educators to help it train the UK’s current and future health data scientists to ensure that the UK has a large, vibrant and representative health data science workforce. This is a rare opportunity to deliver high impact training at scale and at a national level.

You will have full support of the HDR UK Capacity Building team including access to expert learning designers, videographers and event managers to enable you to develop a highly professional and effective learning experience.

With 10,000 trainees already subscribed to and/or participating in our training programmes, we expect this number to increase to at least 50,000+ over the next 5 years.  This is a fantastic opportunity to become part of our ambitious programme of training and join our growing community of Subject Matter Experts and thought leaders in health data science.

**Description of Services**

The HDR UK Capacity Building team are seeking freelance trainers and educators at any career stage with the skills, talent and motivation to design and deliver training to upskill practicing and aspiring health data scientists and inspire them to harness the immense potential of data to transform health and care.

Training is primarily aimed at researchers, ranging from introductory to advanced (researchers with 5+ years’ experience) and may be delivered in a variety of formats including:

* Face-to-face
* Online live workshops & webinars
* Asynchronous online materials including bite-sized videos and online courses
* Synchronous training will be repeated several times over the course of a year according to demand.

Applicants should have a specialism or experience teaching in one or more of the following topic areas:

* Data management and cleaning techniques
* Statistical analysis and modelling
* Ethics and privacy in health data research
* Study design and implementation
* Data visualisation and presentation
* Relevant UK health data sources, such as the NHS Data Model and Dictionary and the UK Data Service.
* Programming languages such as R or Python
* Machine learning techniques and their application in healthcare
* Familiarity with relevant UK regulations, such as the General Data Protection Regulation (GDPR) and the Data Protection Act (DPA).

**Key information**

* The engagement includes (but does not guarantee and is not limited to) equivalent to 5-10 days per year, inclusive of training development time, though this can be flexible based on individual capacity
* Successful applicants will be supported by a learning designer, animators and videographers
* This is a remote role unless expressly requested.

**Application Process**

A complete response will comprise:

* A complete Response Template (Appendix 1)
* Any separate attachments should be clearly labelled with supplier name and the specific requirement reference
* Submission clearly labelled with the supplier’s name

Please submit your application to learn@hdruk.ac.uk by 17:00 GMT on 30 June 2023. Any clarification questions should be sent to this email address no later than 17:00 BST on 23 June 2023.

Scoring of the Application Response Template will determine a shortlist for interviews and trainers will be appointed after interview. Trainers will be expected to deliver 5-10 minutes of training within their specialism as part of the panel interview.

This engagement will be subject to HDR UK’s standard terms and conditions and successful suppliers will be required to sign a Master Services Agreement as set out in Annex 3. Services to be supplied will then be confirmed on an as needed basis through completion and signature by HDR UK and the Supplier of a Statement of Work as set out in Appendix 2 of the Master Services Agreement.

Applicants will need to provide assurance that they have obtained any necessary approvals from their organisations (where relevant) to enter into an agreement and agree to the HDR UK standard terms and conditions as set out in the Master Services Agreement in Annex 3.

**Appendix 1: Application Response Template**

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| 1.1 Supplier Details   |
| Name freelancer:   |    |
| Address:   |    |
| Company Registration Number:   |    |
| Company VAT Number (if applicable):   |    |
| Primary Contact Name:   |    |
| Primary Contact Email Address:   |    |
| Secondary Contact Name:   |    |
| Secondary Contact Email Address:   |    |
| Scoring Criteria:  REJECTED if incomplete   |

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| 2 Please describe your experience relevant to this role, including your topic specialisms, and the level at which you can train (beginner, intermediate or advanced).     Please include a copy of your CV, a link to your website where relevant and provide examples/links to 3 examples of previous work covering a range similar to the ‘Scope of Work’ a     |
| 2.1   |               [max 250 words]   |
| Scoring Criteria:  0 – Response incomplete or does not substantively address the requirement  3 – Response poor and whilst addresses the requirement, causes major concern about the expertise.  7 – Response is good, addressing the requirement and causing only minor concerns about the expertise   10 – Excellent response proving the expertise required for the role   |

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| 2.2 Transparency of pricing and value for money (VFM)  Please provide a fully transparent description of your proposed charges and charging structure relevant to the ‘Scope of Work’ listed.  Please include your day rate for course development and course delivery and an indication of the total cost for development and delivery of a one, two and three day training programme as well as clearly stating any appropriate discounts for public sector clients.   |
| 2.2   |                  |
| Scoring Criteria:  0 – Response incomplete or does not substantively address the requirement  3 – Response poor and whilst addresses the requirement the breakdown of charges and charging structure is vague or lacking detail and requires significant clarification.  7 – Response is good and the breakdown of charges and charging structure is reasonably detailed and transparent, or requiring little clarification.  10 – Excellent response which provides a detailed charges and charging structure breakdown such that it is clear how future projects will be priced, including how charitable/public sector discounts would be applied and how VFM can be assured.   |

**Selection Criteria**

* Suppliers will be selected based upon the criteria weightings below.
* Suppliers should also be able to demonstrate the ability to deliver work on time and to brief, even if requested at short notice.
* You may be asked to deliver 5-10 minutes of training for the selection panel.
* Scoring will determine a shortlist for interviews and trainers will be appointed after interview.

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| HDR UK ITT Freelance Trainer Support Selection Criteria Weightings   |
| Requirement   | Weighting   |
| 1.1 Supplier Details and confirmation Suppliers can agree to the HDR UK standard terms and conditions as set out in the Master Services Agreement in Annex 3  | PASS/REJECTED   |
| 2.1 Experience of producing ‘Scope of Work’ content.    | 70%   |
| 2.2 Transparency of pricing and value for money (VFM) – where possible, please provide a daily rate for development and a daily rate for delivery of training content. Benchmark rates are £00 - £1,600 per day dependent on experience and complexity   | 30%   |
|    | 100%   |

**Procurement Timetable**

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| Stage of process   | Date   |
| Date ITT Issued   | 17 May 2023  |
| Deadline for clarification questions   |  23 June 2023  |
| Deadline for response   | 30 June 2023  |
| Interviews   | September 2023  |
| Contract start date   | October 2023   |
| Contract end date   | March 31st 2028   |

**Appendix 2: Background about HDR UK and Capacity Building**

**About HDR UK**

HDR UK is a charity funded by UK Research and Innovation, the Medical Research Council, the British Heart Foundation, the National Institute for Health 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) and Chief Scientist Office of the Scottish Government Health and Social Care Directorates. For more information, see the overview of our [2023-2028 Strategy.](https://www.hdruk.ac.uk/wp-content/uploads/2022/02/220204_Section-1-Overview-of-HDR-UK_FINAL_PUBLISHED.pdf)

**Capacity Building Programme**

HDR UK’s Capacity Building programme’s ambition is to develop future leaders in health data science, both in the UK and globally, by supporting interdisciplinary training opportunities. Activities will support and be informed by the capabilities of the Research Data Infrastructure and Services, Driver Programmes and regional and global partnerships and programmes.

HDR UK’s trainees will benefit from being part of a diverse, UK-wide and globally engaged cohort. By bringing together a wide range of academic and technical skills and experiences across sectors and disciplines, we will build future health data science and technical leaders able to apply their knowledge and skills to academia, industry, and the public sector including the NHS.

The Capacity Building Infrastructure and Service will:

* Create a distinctive health data science training programme, with content developed in collaboration with Institute partners and tailored to form learning pathways tailored to meet the needs of a wide range of users. HDR UK's training programme will be globally accessible through the HDR UK Futures platform, integrate and learn from The Global Health Network with its 500,000 learners, and democratise access to the latest scientific and technological advances
* Widen and reinforce the existing career pathways available to the UK’s Health Data Science workforce. HDR UK will use its national platform to raise awareness of the multiple pathways into Health Data Science research careers, with particular support for non-traditional routes. The growth of a diverse, inclusive and internationally competitive Health Data Science workforce will be critical in reducing the upcoming data skills shortage.
* Provide the critical training support that ensures the rapid dissemination of skills to support the success of the Driver Programmes and Research Data Infrastructure and Services

**Our strategic ambition**

HDR UK is a federated virtual institute. We have a small central team located in London and partners with research organisations, the NHS and industry across 32 locations in the UK.

HDR UK’s strategic ambition for the next five years is to:

* Assemble Health Data Infrastructure and Services: Providing UK-wide and global leadership and coordination of health data infrastructure and services required to make health-relevant data Findable, Accessible, Interoperable and Reuseable (FAIR). This will be built on the convening, collaborative and coordinating role of the UK Health Data Research Alliance (the Alliance) and comprise four strategic pillars; assembling the Technology Services Ecosystem, maintaining trust and transparency, developing the tools required to make data useable and building skills and capacity
* Deliver Research Driver Programmes: Advancing research discoveries through high impact UK-wide research programmes that address major health and societal challenges, guide the development of the infrastructure and services for the benefit of other researchers, and are outward-looking with global reach
* Build One Institute Partnerships: Through national leadership with a clear vision and ambition to assemble an ambitious health data research ecosystem with enduring benefits for all researchers. As a distributed UK-wide and increasingly global Institute, HDR UK will act as a flagship for team science, drawing on skills, resources, and expertise from academic, NHS, industry and government partners.

**HDR UK’s values**

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

* Transparency: we will share information, insights and innovations so that we learn faster together.
* 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.
* 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.
* 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.
* Humility: we have a lot to learn from others; and aim to be free from pride and arrogance.

**Appendix 3**

**Master Services Agreement**

This master services agreement comprises: (a) the key terms set out in the table below, including any referenced appendices ("**Key Terms**"); (b) the terms and conditions appended in Appendix 1 hereto (the "**T&Cs**"), and (c) individual statement(s) of work (“**Statement(s) of Work**” or “**SOW(s)**”) executed under this master services agreement, together this "**Agreement**" or “**Master Services Agreement**” or “**MSA**”. To the extent that there is any conflict or ambiguity between the Key Terms, the T&Cs, and an SOW, a term contained in an SOW shall have priority over the Key Terms and the T&Cs and 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.

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| --- |
| **Key Terms**  |
| **Party details (each a "Party" and together the "Parties")**  |
| Supplier:  | **[Supplier]**, of [Registered Address] (the “**Supplier**”)  |
| HDR UK:  | **Health Data Research UK**, 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 ("**HDR UK**").  |
| Supplier Notice Details:  | For the attention of: [insert] Address: [insert] Email: [insert] Phone: [insert]  |
| HDR UK Notice Details:  | For the attention of: Senior Contracts Manager Address: 215 Euston Road, London, NW1 2BE Email: Contracts@hdruk.ac.uk  |
| **Background**  |
| Whereas: 1. HDR UK issued an invitation to tender for the appointment of multiple suppliers to provide services for [insert].
2. Successful applicants enter into a master services agreement with HDR UK under which Statements of Work will be issued, subject to the terms and conditions of the master services agreement.
3. When HDR UK requires services, HDR UK will issue a brief to all suppliers who have entered into master services agreements , who shall respond with a quote and if selected by HDR UK will enter into a statement of work executed under and subject to the terms and conditions of the master services agreement.
4. The Supplier responded to the invitation to tender and, having been selected by HDR UK as a successful applicant, wishes to enter into this Master Services Agreement with HDR UK and understands that by entering into this Master Services Agreement, HDR UK is under no obligation to enter into any Statements of Work with the Supplier.

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| **Commercial terms**  |
| Commencement Date:  | The date of last signature of this Agreement  |
| Term:  | From the Commencement Date until [insert]  |
| Services  | [insert], as set forth in individual Statements of Work  |
| Fees:    | As set forth in individual Statements of Work  |

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:  | Signed by an authorised representative for and on behalf of:  |
| **Supplier**  | **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 outputs, documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services provided by the Supplier to HDR UK in any Statement of Work in any form;

“**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;

“**Services**” means the services to be provided by the Supplier to HDR UK as detailed in individual fully signed Statements of Work;

“**Statement(s) of Work**” or “**SOW(s)**” means the detailed plan, executed in accordance with Clause 2, describing the Services to be provided by the Supplier, the timetable for their performance and the related matters, in the form provided in the template Statement of Work set out in Appendix 3;

"**Supplier IPRs**" means all IPRs that are owned by or licensed to the Supplier and which are or have been developed independently of this Agreement as detailed in each Statement of Work; 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            **Statements of Work**

2.1        HDR UK may procure Services from the Supplier by entering into Statements of Work, however, nothing in this Agreement shall obligate HDR UK to enter into any Statements of Work with the Supplier.

2.2        Each Statement of Work shall be agreed and executed in the following manner:

1. (a)    The Parties shall prepare and agree on a Statement of Work, using the template provided in Appendix 3 for Services required by HDR UK;
2. (b)    The Statement of Work shall be signed by authorised signatories of each Party;
3. (c)    Once a Statement of Work has been signed by both Parties in accordance with Clause 2.1(b), no amendment shall be made to it except in accordance with clause 14.4(d); and
4. (d)    Each Statement of Work shall be part of this Agreement and be subject to the Key Terms and T&Cs and shall not form a separate contract to it.

3            **Services**

3.1        The Supplier shall perform the Services and provide the Deliverables to HDR UK as detailed in each Statement of Work during the Term in accordance with this Agreement.

3.2        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 relevant Statement of Work.

3.3        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 relevant Statement of Work 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.

3.4        All Deliverables will be subject to sign-off by HDR UK and will only be considered as provided under a Statement of Work 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 clause 3.3, 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 and/or Statements of Work in accordance with clause 10.3 if the Services do not comply with the Supplier’s undertakings in clause 3.3.

4            **Goods**

4.1        The Supplier shall supply and deliver the Goods in accordance with each Statement of Work, during normal business hours to HDR UK at the delivery location and on the delivery date(s) and at the time(s) specified in any Statement of Work.

4.2        Risk in the Goods shall pass to HDR UK on completion of delivery, which shall occur on acceptance by HDR UK of the Goods. 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.

4.3        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.

4.4        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 4.5.

4.5        The Supplier shall ensure that the Goods: (a) correspond with their description and any applicable specification in the relevant Statement of Work; (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.

4.6        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 4.5, 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. 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. HDR UK reserves the right to terminate the Agreement and/or Statements of Work in accordance with clause 10.3 if the Goods do not comply with the Supplier’s undertakings in clause 4.5.

5            **Supplier's Obligations**

5.1        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.

5.2        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, 3.3, 4.5, or 8.5 , 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.

6            **HDR UK’s Obligations**

6.1        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.

6.2        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.

7            **Fees and Payment**

7.1        In consideration for the provision of the Goods and/or Services, HDR UK shall pay the Supplier the Fees due under the relevant Statement of Work in accordance with this clause 7. The Fees are the full and exclusive remuneration of Supplier in respect of the Goods and/or the performance of the Services under each Statement of Work, and include the costs of expenses, packaging, insurance and carriage of the Goods (if applicable).

7.2        The Supplier shall invoice HDR UK as set out in each Statement of Work. Each invoice shall include all supporting information reasonably required by HDR UK.

7.3        Subject to clause 3.4 and 4.6, 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.

7.4        If HDR UK fails to pay the Supplier any sum due under a Statement of Work 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.

7.5        If there is a dispute about whether any amount is payable to the Supplier in a Statement of Work 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 7.4 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.

7.6        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.

8            **Intellectual Property**

8.1        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.

8.2        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.

8.3        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.

8.4        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.

8.5        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.

9            **Data Protection**

9.1        To the extent that either Party processes any personal data provided by the other Party in connection with this Agreement, each Party shall (a) act as independent controllers in relation to such personal data; (b) comply with its respective obligations under applicable Data Protection Laws in relation to such personal data; and (c) promptly provide the other Party with such reasonable cooperation, information and assistance as reasonably requested by the other Party to enable that Party to comply with its obligations under applicable Data Protection Laws in relation to such personal data.

9.2        For the purposes of clause 9.1: (a) "**Data Protection Laws**" means all applicable privacy and data protection laws in any relevant jurisdiction in each case, as amended, revised or replaced from time to time and all applicable national implementing legislation and guidelines, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time; and (b) the terms "**controller**", "**personal data**" and "**processes**" shall be interpreted in accordance with applicable Data Protection Laws.

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     Each Statement of Work executed under this Agreement shall commence on the Start date and continue in force until the End Date, as specified in the relevant Statement of Work. In the event of termination the Agreement, all active Statements of Work shall also terminate on the same date.

10.3     Without affecting any other right or remedy available to it, HDR UK may terminate this Agreement and/or any Statement of Work (a) without liability, for convenience by giving the Supplier thirty (30) days written notice; and/or (b) by notice in writing to the Supplier if the Supplier is in breach of clause 3.3 or 4.5 or in accordance with clause 3.4 or 4.6, such notice to specify the effective date of termination.

10.4     Without affecting any other right or remedy available to it, either Party may terminate this Agreement and/or any Statement of Work 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.

10.5     On expiry or termination of this Agreement and/or any Statement of Work 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.

10.6     On expiry or termination of this Agreement and/or any Statement of Work 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.

10.7     The Parties agree that it is not intended that the expiry or termination of this Agreement, any Statement of Work, 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, any Statement of Work, 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 10.7 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 10.7.  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.

10.8     Termination or expiry of this Agreement and/or any Statements of Work shall not affect the accrued rights, remedies, obligation or liabilities of the Parties.

10.9     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 11.4, 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 relevant Statement of Work 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 10.1, 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 10.7, (b) from abandonment of this Agreement, or (c) in relation to a breach of clause 3.3, clause 8.5, 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 12; 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 thirty (30) days, the Party not affected 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. 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, or any Statement of Work executed under it shall be effective unless it is in writing and signed by authorised signatories of 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: Template Statement of Work**

**This Statement of Work (“SOW”) is made on:**

**HDR UK Reference Number: [insert ref]**

**BETWEEN**

**Health Data Research UK,** a registered charity No. 1194431 and registered company No: 10887014 in England and Wales with its registered office at Gibbs Building, 215 Euston Road, London NW1 2BE (“**HDR UK**”);and

**[Supplier]**, a company registered in England and Wales [Company Number], with its registered office at [Registered Address] (the “**Supplier**”)

Each a “**Party**” and together the “**Parties**”

**BACKGROUND**

1. The Parties entered into a Master Services Agreement for the supply of Services dated [insert dates] (the “**MSA**”).

1. HDR UK wishes the Supplier to provide the Services as set out in this SOW in accordance with the terms of the MSA.

**AGREED**

1. This SOW is issued pursuant to and is subject to the terms and conditions of the MSA and is made a part thereof.

1. The terms and conditions of the MSA shall apply to this SOW to the exclusion of all other terms and conditions, with the exception of any modified or additional terms included in this SOW (“**Special Terms**”). In the event of any conflict between any Special Terms in this SOW and the MSA, the Special Terms shall prevail.

1. Any term not otherwise defined herein shall have the meaning specified in the MSA.

1. The Parties agree that the Supplier shall perform the Services as described in Schedule 1.

By signing below each Party agrees to be bound by the terms of the Agreement. This SOW 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.

|  |  |
| --- | --- |
| Signed by an authorised representative for and on behalf of:  | Signed by an authorised representative for and on behalf of:  |
| **Supplier**  | **Health Data Research UK**  |
|   *……………………………………………………………..*  |   *……………………………………………………………..*  |
|  *Name: …………………………………………………….*  |  *Name: …………………………………………………….*  |
|  *Position: ………………………………………………….*  |  *Position: ………………………………………………….*  |
|  *Date: ……………………………………………………...*  |  *Date: ……………………………………………………...*  |

**Schedule 1: the Services**

**The Services**

|  |  |
| --- | --- |
| **Title**  |    |
| **Start Date**  |    |
| **Completion Date**  |    |
| **Services**  |    |
| **Milestones**  |    |
| **Deliverables**  |    |
| **Project Plan/Gantt Chart**  |    |
| **HDR UK Materials**  |    |
| **Supplier IPRs**  |    |
| **Special Terms**  |    |
| **Fees**  |    |
| **Supplier Contact**  |    |
| **HDR UK Contact**  |    |