

## **Invitation to Tender – Open Source Virtual Learning Environment – Build and Maintain**

### **Introduction**

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.

### **Capacity Building**

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.

Our ambition is to make the UK the go-to place internationally for data science leadership, poised to attract international leaders and export UK expertise to other countries. Professional Development programmes, for our Virtual Learning Environment, Health Data Research Futures.

## **Virtual Learning Environment Requirements**

### **Massive Open Online Course (MOOC) Platform**

To support our vision, a VLE is required to structure, manage, track, and deliver our learning activities and content. Critical to our success will be ensuring that health data scientists are fully engaged with our content and, as such, an exceptional user experience will be critical.

The platform should be suitable for external users, with the ability to host self-study, blended learning, and fully live (online) courses.

We expect to port over around 10,000 existing users from the Cornerstone OnDemand platform, with user growth of at least 5000 per year over the next 3 years.

We also expect to port over 15 learning pathways and over 150 bite-sized videos and training materials. These also all included tests and automated certificate generation on completion of a learning pathway.

The contract will run until 31<sup>st</sup> March 2028. The MOOC platform should be built using open-source technology (either OpenEdX or Moodle). Proposals should cover the solution brief listed below. When the contract is nearing completion, it should allow for an extension of the agreement or a move to another supplier. The MOOC platform will be hosted in a cloud tenant which would be under the ownership of HDR UK, but fully managed by any prospective vendor.

### **Managed Solution, Self-Hosted:**

- Development of the new platform
- Migration of existing data
- Maintenance and support of the platform
- Guaranteed service level agreements (SLAs) – both for support, and availability of the platform.

- Hosting of the platform in a Cloud service which would be owned by HDR UK
- Fully management of the cloud platform under a delegated responsibility model
- Monitoring of the cloud infrastructure would be the responsibility of any prospective vendor
- Any code developed will be stored in HDR UK's GitHub repository.
- HDR UK's technology teams would have no involvement in the infrastructure, other than for initial setup of a delegated cloud subscription, ownership of domain names or other assets, which would need to remain under the ownership of HDR UK.

Technical requirements of the MOOC platform are listed below. The system must:

### **General**

1. Be white labelled with HDR UK branding and have configurable dashboards and layouts
2. Be fully mobile responsive
3. Have eCommerce functionality so we can issue certificates for a fee, provide subscriptions to issue unlimited certificates, and sell individual courses / qualifications in the future
4. Be easy and intuitive to use from both a customer and administrator perspective from profile creation, to log in and finding course material.
5. Have a minimum of 99.5% uptime
6. Integrate with HubSpot so that users that register with HDR UK Futures are captured (and mailable) through HubSpot
7. Be able to integrate with the Innovation Gateway if required, this should be facilitated by the platform having APIs and the ability to create API keys
8. An easy mechanism for users to upload their certificate to their LinkedIn profile

### **User Management**

9. Allow for external users to sign up independently, create accounts via a bulk upload, or a single sign on (SSO) provider
10. A registration sign-up that provides sufficient details for HDR UK to understand users profile (geography, sector, education level, job title) but not prohibitively complex to avoid discouraging sign up
11. Allow for custom profile fields that can either be free to enter by the user, upon sign-up, or via integration. Fields should have the option be locked so users cannot amend information without the required permission
12. Provide the ability to allow users to securely and automatically recover their account if they forget their password.
13. Allow users to delete their account if requested

## **Course Management**

14. Have authoring functionality including the ability to create HTML pages and upload resources and documents
15. Allow for learning pathways to be created, where users are given both fixed and flexible options for progression

## **Content and Activities**

16. Have an inbuilt web conference tool, or the ability to seamlessly integrate with a 3rd party tool
17. Have a range of assessment types including assignments, quizzes and tests
18. Ability to create video-based courses and blending learning courses
19. Be SCORM and xAPI/Tin Can compliant to gather course data or provide alternative analytics collection
20. Facilitate surveys and discussion on a course-by-course basis
21. Be able to automatically generate certificates, issued upon course completion
22. Be able to host Jupyter Notebooks, simulations and other interactive features

## **Reporting**

23. Provide a suite of reporting capabilities for the administrators of the course which are easy to access and produce.
24. Have custom reporting facilities
25. Enable dashboard creation
26. Have report exporting and scheduling features

## **Live Session/Event Management**

27. Be enabled for blended learning, with time-based events and calendars
28. Allow for users to book on to face-to-face or web conference events as part of a course, or a standalone learning session. A waitlist should be in place, as well as flexible approval options.
29. Track attendance from live sessions
30. Send notifications and reminders for users who are scheduled to attend a live session

## **Messaging and Notifications**

31. Have a notification function for site wide alerts
32. Allow for administrators to send bulk messages to all users, or users subscribed to particular courses
33. Integrate with social media and RSS feeds
34. Be able to provide automated alerts or reminders to customers and any additional notifications as required

## Technical Compliance

We must ensure that any new system developed is technically compliant:

35. The supplier must provide quarterly performance reports. These should include, but not exclusively:
  1. Outages
  2. Response times
  3. Concurrent user load
  4. Evidence of resource load
36. The solution must meet the WCAG AA 2.1/ATAG 2.0 standard.
37. The solution must be able to gather user satisfaction data.
38. The solution should provide an open API to enable integration. Please include information of which standards you support. For example: REST, SOAP, OData
39. The solution must support two factor authentication. Multifactor Authentication should be available for users to configure, or be enforced from initial sign-up. MFA should also be available for administrative users. Guidance and best practice from the [NCSC](#) should be followed.
40. Data must be stored on secured servers that reside within the European Economic Area
41. The solution must be capable of meeting and supporting internationally recognised password standards including defining minimum requirement for passwords (for example: uppercase, lowercase, special character, minimum length, password blacklisting/deny lists) [guidance from the NCSC](#) relating to password standards should be followed.
42. Service support must be available during the core support hours (08:00 to 18:00 Mon-Fri, except public holidays)
43. Support must have relevant language and technical skills
44. Full Google analytics should be supported, including access to Google Analytics platform of monitoring and analytics purposes
45. The solution should be able to achieve a point in time recovery going back from a minimum of 4 hours for a point of data loss of corruption
46. A data recovery plan should be clearly defined
47. SSO (Single Sign-On) integration for administration
48. Integration with HubSpot
49. Security standard and security testing (e.g. penetration testing/vulnerability scanning)
50. Maintenance and upgrade windows should be scheduled outside of core operating hours (08:00 to 18:00 Mon-Fri, except public holidays)

## Accessibility

51. Account must be taken of accessibility standards and the needs of learners with disabilities.

52. Include options for customisable fonts, colour schemes, and other features that cater to diverse learners.

### Signposting

53. We would like a signposting function using nested filters to signpost users to other training content from third party providers. This should be easily navigable by the user and easy for us to maintain. Health data science is complex with training available at CPD (bite-sized videos, webinars, 2–3-day courses upwards), Masters, PhD and fellowship level. We would like to understand how you would build this for in a way that is easy to maintain and easy for users to find what they are looking for. Time-expired content should automatically be deleted.

We anticipate that the project will need to be delivered in part through video-conference during this period and bidders should describe how they will deliver quality and impact of service through this approach.

### Selection criteria

Bidders will be evaluated on the following criteria, weighted as follows:

Section	Title	Maximum Length (A4 paper, Font size 11pt)	Weighting %
A	Company Information and Experience	4 pages	30
B	Methodology for project approach	8 pages	40
C	Cost	3 pages	20
D	Quality Assurance	2 pages	10
<b>Totals</b>		<b>17 pages</b>	<b>100</b>

When submitting the tender, Bidders must identify any work they are currently carrying out or competing for which could cause a conflict of interest – they should also indicate how such a conflict would be avoided.

### Tender response format

To facilitate the needs of the tender panel in evaluating the submissions all proposals must be submitted following the same format. Failure to supply any or all of the requested information in the required format may result in the proposal being excluded from the evaluation process.

Your response should be in pdf format and sent the email address below and must include:

Section	Title	Maximum Length (A4 paper, Font size 11pt, pdf)
A	<p><b>Company Information and Experience</b> Including qualifications and experience of the team and how you align with our values and diversity and inclusion policy. Previous experience of providing similar and example successes.</p>	4 pages
B	<p><b>Methodology</b> The Bidder must set out their approach to the provision of the service, focussing on the minimum requirements as specified in this document. Bidder must include a programme plan, success measures, and risk register. Please also state the level of input that you would expect from HDR UK staff and how you would gain input from users through the design process, noting our minimum requirements.</p>	8 pages
C	<p><b>Cost</b> Please outline your fee (including expenses) under the categories below. For any of the requirements listed, please itemise any that result in a significant/disproportionate cost within the overall budget.</p> <p><i>Please ensure VAT is clearly denoted in all estimates</i></p> <ul style="list-style-type: none"> <li>- Detailed cost breakdown for the development of the platform (please highlight any high cost items in particular)</li> <li>- Migration of data and contents</li> <li>- Detailed cost breakdown of monthly maintenance cost including support requests and general maintenance</li> </ul>	3 pages
D	<p><b>Quality Assurance</b> Quality is important to us and HDR UK operate a culture of continuous improvement. Tenderers should set out their arrangements for ensuring that quality exists throughout their service provision.</p>	2 pages
<b>Total</b>		<b>17 pages</b>

In addition to the maximum seventeen-page proposal you must also include the following information

- Names and contact details for two of your current clients. HDR UK will take up references for shortlisted Bidders
- A copy of your Equal Opportunities Policy and, if separate, your Diversity and Inclusion Policy
- Details of any rulings against your company in respect of equality legislation
- Details of your Professional Indemnity Insurance.

Please provide your proposal and additional documents as specified by 5pm on Friday 6 October 2023 to [learn@hdruk.ac.uk](mailto:learn@hdruk.ac.uk).

For queries, please email [sarah.cadman@hdruk.ac.uk](mailto:sarah.cadman@hdruk.ac.uk).

HDR UK will not be liable for any costs incurred by the Bidder during this tender process.

## Timing

Stage of process	Date	Location
Deadline for response	Fri 6 October 2023	Learn@hdruk.ac.uk
Notification of invitation to interview	w/c 9 October 2023	
Interview	w/c 16 October 2023	Online via Zoom
Notification of outcome	w/c 16 October 2023	
Contract start date	w/c 23rd October 2023	
Platform soft launch	Fri 9 <sup>th</sup> February 2024	
Platform hard launch	March 2024	
Contract end date	End March 2028	

## Contracting

HDR UK will need to move forward with contracting swiftly following selection of a supplier in order to commence the services promptly. 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. As part of the application, Bidders must highlight whether they are unable to agree to some or all of the Supply Agreement.



# APPENDIX

## Appendix 1 – SUPPLY AGREEMENT

### 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>HDRUK2023.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 "Supplier")
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: Senior Contracts Manager 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 agreed between Supplier and HDR UK in writing.
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:	Where the Supplier has not previously entered into a contract with HDR UK, the Supplier shall complete the New Supplier Information Form in Appendix 4 before signature of this Agreement.

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 2 – 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; 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 9.2 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

### **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.
- 6.5 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. DATA PROTECTION**

- 8.1 The Parties shall comply with Appendix 2 hereto.

## **9. TERM AND TERMINATION**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 9.6 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 9.6. 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.
- 9.7 Termination or expiry of this Agreement shall not affect the accrued rights, remedies, obligation or liabilities of the Parties.
- 9.8 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.

## **10. LIMITATION OF LIABILITY**

- 10.1 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.
- 10.2 Subject to clauses 10.1 and 10.3, and (in relation to the Supplier) excluding any liability under clause 10.4, 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.

10.3 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.

10.4 The Supplier's liability shall be unlimited in respect of any losses arising (a) under or in relation to the indemnity given in clause 9.6, (b) from abandonment of this Agreement, or (c) in relation to a breach of clause 4.1(c), clause 7.5, clause 8 or clause 12.

#### **11. INSURANCE**

11.1 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.

#### **12. CONFIDENTIALITY AND PUBLICITY**

12.1 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 12.2.

12.2 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 12.2(b).

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

12.4 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).

#### **13. GENERAL**

13.1 Provided that it complies with the remainder of this clause 13.1, 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 13.1, 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 3 – DATA PROTECTION

### 1. Definitions

#### 1. For the purposes of this Appendix 2:

1. "**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;
2. "**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;
3. "**HDR UK Personal Data**" has the meaning given in paragraph 2.1 below;
4. "**Security Breach**" means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to HDR UK Personal Data; and
5. "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", and "**appropriate technical and organisational measures**" will be interpreted in accordance with the Data Protection Legislation.

### 1. HDR UK Personal Data

1. 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**").
2. 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.
3. 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.

### 2. Supplier Obligations

#### 1. Supplier shall:

1. 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;
  2. 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;
  3. 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;
  4. assist HDR UK, always taking into account the nature of the processing at no extra cost:
    1. 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);
    2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to Supplier; and
    3. 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
  5. 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.
2. 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.
  3. 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.

3. Security Breach
  1. In the event of an actual or suspected Security Breach, Supplier will:
    1. 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;
    2. notify HDR UK without undue delay and provide HDR UK with a detailed description of the Security Breach including:
      1. the likely impact of the Security Breach;
      2. the categories and approximate number of data subjects affected and their country of residence and the categories and approximate number of records affected;
      3. the risk posed by the Security Breach to individuals; and
      4. the measures taken or proposed to be taken by Supplier to address the Security Breach and to mitigate its adverse effects;
    3. 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
    4. 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).
4. Sub-processors
  1. 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.
  2. As at the Commencement Date, HDR UK consents to the appointment of the Sub-processor(s) identified below, if any.
5. Data Transfers
  1. 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.
  2. 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.
  3. 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.
6. Audit
  1. 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.
  2. 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.

Data Processing Description	
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 4 - SERVICES

[Provide description of Services]

### Appendix 4 New Supplier Information Form

#### New Supplier Information Form

To be completed by Supplier

Company Information	
Company Name (or name registered to the UTR number)	
Registered Office Address	
Trading Address (If different to above)	
Company Registration Number (or UTR number if not incorporated)	
Description of Business/Service	
Details of HDR UK information or assets held or accessed by supplier	
Contact Name	
Telephone Number	
Email	
Contact Name (Accounts)	
Telephone (Accounts)	



Email (Accounts)	
Trade Reference Name, Telephone, Email	
Related Party details if applicable* *A <a href="#">party</a> (individual or group) who is related in some way to Health Data Research UK e.g. a family member or relative, friend, prior business supplier, or a related <a href="#">corporation</a> .	
<b>Finance Information</b> (For fraud prevention purposes, this form must accompany bank details on a separate company letterhead or PDF copy of official bank letter/ statement stating details)	
VAT Registration Number	
Beneficiary Account Name	
Beneficiary Account Number	
Sort Code	
Beneficiary Bank Name	
Beneficiary Bank Address	
SWIFT Code	
IBAN Number	

Signed: ..... Dated: .....  
 Print Name: ..... Appointment: .....

Please send the completed form to [finance@hdruk.ac.uk](mailto:finance@hdruk.ac.uk)

**Finance and Security Checks**

**Finance Checks** (to be completed by Finance Dept.)

Companies House check	<i>Comments</i>
<b>Security Checks</b>	
Internet Validation/ Contacted Independent Finance	<i>Comments</i>
Customer Reference Verified	<i>Comments</i>