Involving children and young people in developing a NICE guideline on Myalgic encephalomyelitis (or encephalopathy)/chronic fatigue syndrome: diagnosis and management

Invitation to tender: Recruit and facilitate focus groups of young people who have been affected by Myalgic encephalomyelitis (or encephalopathy)/chronic fatigue syndrome

Introduction

The National Guideline Centre (NGC), one of the NICE’s external guideline developers hosted by the Royal College of Physicians, is inviting contractors to respond to the following invitation to tender. Please see Part 2 on how to complete your proposal.

You must return your proposal by 12 midday 10th June (please see contact details in Part 2). If you have any questions or wish to seek clarification please email your query to NGC.tender@rcplondon.ac.uk.

This document is presented in two parts:

Part 1 – Provides background information and presents the specification of the work, which you should take into account when drafting your proposal.

Part 2 – Completing your proposal

Following receipt of tender responses the selection process will involve:

• shortlisting eligible bidders

• notification of shortlisted bidders on the 13th June by email after 12 noon

• a telephone interview for the shortlisted bidders on the 14th June to discuss the application, methods and to ask questions.

• write to all bidders by 5pm on 18th June to notify selection outcomes.

Please note that all tender responses will be treated with absolute confidentiality.

Thank you for your interest in this work.
Part 1: Specification

Context and background

The National Institute for Health and Care Excellence (NICE) has been asked by the Department of Health and Social Care in England to develop a guideline on Myalgic encephalomyelitis (or encephalopathy)/chronic fatigue syndrome (ME/CFS). The guideline will be developed by the NGC.

In particular the guideline will cover:

1. Identification and assessment before diagnosis
2. Diagnosis of ME/CFS
3. Management of ME/CFS
4. Monitoring and review
5. Information, education, and support for people with suspected or diagnosed ME/CFS and their families and carers
6. Information, education and support for health and social care professionals.

What the guideline will cover is outlined in the scope which is available here, and is also appended to this document (see Appendix A).

The guideline will be aimed at supporting health and social care professionals, including those working or providing input into educational and occupational health services, commissioners and people with suspected or diagnosed ME/CFS, their families and carers and the public.

To help us find the best available evidence, review questions will be used to guide the systematic review of the literature. Draft review questions are listed in the scope. They will also be used to consider how the outcomes that are important to people using services and their carers can be improved. Equalities issues will be considered within the review questions. We will also take into account cost-effectiveness when making recommendations involving a choice between alternative interventions or services. Appropriate economic review questions will be identified.

Developing the guideline

The development work for this guideline will be undertaken by the NGC. More information on the guideline development process is available in Developing NICE guidelines: the manual. To assist in the development of this guideline, a Guideline Committee (GC) has been appointed to review the evidence, draft recommendations, identify dissemination and adoption issues and act as a champion for the guideline after publication. The group includes health and social
care practitioners, service providers and researchers, as well as lay and carer members. All members of the guideline development group have equal status, which reflects the relevance and importance of their different expertise and experience. The development phase of the guideline work has begun and will run until February 2020. Over this period the GC will meet at regular intervals to review the evidence and write recommendations. There will be a public consultation on the draft guideline

**Aim of this work**

The aim of this work is to recruit and facilitate focus groups of young people who have been affected by ME/CFS so that their perspectives can be incorporated into the work of the GC. The NGC and NICE acknowledge that any involvement needs to occur within an ethical framework in which young people’s voices are valued, and their participation adequately supported. More information is available in The NICE Patient and Public Involvement Policy. The focus groups will add important value by bringing children and young people’s perspective to the work of the GC, including providing up-to-date insight on issues of importance to those affected by ME/CFS.

We would like the young people on the focus groups to provide insight about their perspectives on specific questions and issues identified by both GC and themselves.

**Tasks required:**

While we would seek to be guided by the contractor about the detail of work, based on their expertise, the key elements are to:

- Identify and recruit focus groups of young people who have been diagnosed with ME/CFS who represent a diverse range of backgrounds and experiences, ideally with a geographical spread across England
- The number of young people to participate is not specified and we would leave that for your deliberation. Previous groups in NICE guidelines have varied from 5 – 20, which may depend in part on the needs of the particular group and also on possible difficulties in recruitment.
- Include the opinions of young people with severe ME/CFS. This is critical and this may need a different approach (for example, individual interviews at home) to ensure their voices are included

**Detailed tasks**

- The Contractor to organise day, time and venue of the focus groups. Ensure that meetings will be convenient for young people (e.g. not on school days during term time).
- Plan, prepare and facilitate approximately 2 focus group meetings over the course of 6 months (topics to be advised by NGC).
- Group to be facilitated by the contractor
- Contractor/facilitator to structure the focus groups in an age-appropriate and sensitive way and ensure the groups are supportive.
Contractor to provide a detailed methodology that would be used to recruit and conduct the focus group and the methodology needs to be agreed and quality assured by NGC/NICE. The methodology will form part of the appendices of the guideline.

Contractor to seek advice on ethical approval and where necessary to obtain the relevant ethical approval from ethics committee.

Provide the results in a report that could be presented to the guideline committee and added into final guideline as an appendix.

Ensure that all facilitators have current DBS checks.

Contractor/facilitator to work with NGC team ahead of each meeting to agree topics.

Ensure that arrangements are in place for young people who may require additional support, including support for the potential emotional impact of participation.

Contractor/facilitator to arrange appropriate incentive payments to young people.

Contractor/facilitator to arrange to feedback the results to the focus group participants.

Contractor to attend a guideline committee meeting and provide a brief overview presentation of themes and discussions.

Project meetings with the contractor will be held at NGC/RCP offices in London.

The contractor will ensure adherence to NICE confidentiality requirements.

Publications based on the focus group findings need to be authorised by NICE.

Consultant/facilitator to consider how to ensure young people might benefit from taking part in the focus group, for example learning new skills through their participation.

To meet the guideline timelines the project is scheduled to be presented to the committee in early December 2019 and written up for inclusion in the guideline as an appendix by early January 2020.

Part 2: Completing your proposal

Please provide your responses to the questions below. You may use diagrams, tables and images as appropriate.

You must also agree to NGC’s terms and conditions as indicated in Appendix B

1. Please describe the experience you have which demonstrates the team’s suitability to deliver this contract. Include two examples of previous work that demonstrate your experience and ability to provide this work to a high standard. It is important to demonstrate both an ability to employ qualitative methods and to work with young people with a chronic condition.
It is unlikely that one organisation alone (for example, a university or a patient support organisation) would be able to comprehensively cover all the proposal requirements. We encourage collaborative approaches to be submitted.

2. In your proposal describe:

   a) How you would recruit young people with ME/CFS. Include:
      - how you would ensure the sample represents a diverse range of backgrounds and experiences, ideally with a geographical spread across England
      - how you would involve young people’s experience of severe ME/CFS
      - how you would recruit from more than one source

   b) The inclusion and exclusion criteria and the rationale for the criteria

   c) How you would plan, prepare and facilitate the focus group meetings or any other data collection methods over the course of 9 months (topics to be advised by NGC).

   d) The methods for the focus groups, including the collation and synthesis of the data. Outline how you would address any potential bias and limitations.

   e) How you would address ethical considerations, including safeguarding protocols with DBS checks of all relevant staff, informed consent from participants and their care givers/parents/guardians and support to young people involved throughout the process

   f) How you would feedback the results to all participants.

   g) How you would feedback to the committee at a committee meeting

   h) A timeline for the project completion

3. Please outline details of staff who would facilitate the groups, and details of their skills and experience in this area.

4. How you would approach and manage communications with the NGC?

5. What do you see as key risks for your work and how will you mitigate them?

6. Please provide a breakdown of your costs. These should be indicated by task, member of staff and time needed. It should be clear how much time each member of the team will be allocated to the project.
Cost breakdown

<table>
<thead>
<tr>
<th>Task</th>
<th>Number and grade of staff involved</th>
<th>Time/ cost of staff</th>
<th>Total cost Please indicate where VAT will apply.</th>
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<tbody>
<tr>
<td>Clarification of focus group content</td>
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<tr>
<td>Recruitment of participants</td>
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<td>Admin to arrange venue /travel.</td>
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<td>Cost of venue &amp; catering</td>
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<td>Facilitation of groups, including: Stationery Flip charts etc</td>
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<td>Data analysis and report writing</td>
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<td>Travel costs</td>
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<td>For other costs add rows</td>
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<td><strong>Total</strong></td>
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7. Referees - Please provide the contact details for two referees for whom you have delivered recent, similar, pieces of work (Ideally, these should be for examples you have given in Q1)

8. Please provide the name and contact details for your key point of contact for this proposal.
   Name:
   Job title:
   Email:
   Telephone number:

If you have any questions about the tender email Dr Kate Kelley (kate.kelley@rcplondon.ac.uk) or Dr Norma O Flynn (Norma.OFlynn@rcplondon.ac.uk).

**PLEASE NOTE**
You will be notified on the 13th June by email after 12 noon if you have been invited for interview. Telephone interviews will be held on the 14th June. The telephone interviews will be to discuss the application, methods and to ask questions.
Appendix A

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE

Guideline scope

Myalgic encephalomyelitis (or encephalopathy)/chronic fatigue syndrome: diagnosis and management

The Department of Health and Social Care in England has asked NICE to develop guidance on diagnosing and managing myalgic encephalomyelitis (or encephalopathy)/chronic fatigue syndrome (ME/CFS).

The guideline will be developed using the methods and processes outlined in developing NICE guidelines: the manual.

This guideline will replace the NICE guideline on chronic fatigue syndrome/myalgic encephalomyelitis (or encephalopathy; CG53).

1 Why the guideline is needed

This guideline scope uses ‘ME/CFS’ but this is not intended to endorse a particular definition of this illness, which has been described using many different names. The description and diagnostic criteria used in clinical practice and research have been contested, and many people do not meet the existing criteria but still need care. Diagnostic criteria will be considered as part of the guideline development.

ME/CFS is a chronic and disabling illness that has considerable personal, social and economic consequences. The severity of the condition varies widely, with symptoms ranging from mild to very severe, and its fluctuating course means that everyday life for people with ME/CFS and their family members and carers is disrupted and unpredictable. People with very severe ME/CFS can be bedbound with little functional capacity and need 24-hour care.
People with ME/CFS experience a wide range of symptoms and comorbidities. ‘Profound malaise’ has been proposed instead of fatigue to describe a characteristic symptom on the basis that fatigue does not adequately describe the severity of symptoms. Post-exertional malaise and deterioration of symptoms are considered typical of ME/CFS. Other common symptoms include chronic pain, disordered sleep, cognitive difficulties, digestive, autonomic, sensory and motor dysfunction.

It is not clear what causes ME/CFS. Ongoing research into underlying causes and pathological processes have examined immune function, autonomic function, neuroendocrine disorders, neuroimaging, gut microbiome, metabolomics and gene expression. One commonly reported factor is the onset of a viral illness followed by post-viral malaise although the mechanisms for this being a factor for ME/CFS are not currently understood.

In 2011, the estimated minimum prevalence rate of ME/CFS in the UK was 0.2% for people meeting either the Centers for Disease Control and Prevention (CDC) or Canadian case definitions in a UK primary care cross-sectional study.

People with ME/CFS report delays in diagnosis, and research has highlighted that many GPs lack the confidence and knowledge to recognise, diagnose and manage ME/CFS. One review of diagnoses at a referral centre found that 40% of people referred did not have CFS but had fatigue associated with another chronic disease, including sleep disorders, psychological or psychiatric illnesses, or cardiovascular disorders. In the same review, 5.2% of the people referred did not have a clear cause identified to explain their fatigue.

People with ME/CFS have reported a lack of belief and acknowledgement among health and social care professionals about their condition and related problems. There are added issues for children, young people and their carers when illness makes school attendance difficult and families come to the attention of educational and social care services.

The previous NICE guideline (CG53) made recommendations on the use of cognitive behavioural therapy (CBT) and graded exercise therapy (GET). Concerns have since been raised about these interventions, including challenges to the
evidence supporting them and reports that people with ME/CFS have been pressured to participate in exercise programmes, leading to a worsening of symptoms. There is a need to review the evidence for these and other interventions.

2 Who the guideline is for

This guideline is for:

- All health and social care professionals, including those working or providing input into educational and occupational health services
- Commissioners
- People with suspected or diagnosed ME/CFS, their families and carers and the public.

It may also be relevant for:

- Schools and other education providers
- Occupational health services
- Voluntary sector organisations.

NICE guidelines cover health and care in England. Decisions on how they apply in other UK countries are made by ministers in the Welsh Government, Scottish Government, and Northern Ireland Executive.

Equality considerations
NICE has carried out an equality impact assessment during scoping. The assessment:

- lists equality issues identified, and how they have been addressed
- explains why any groups are excluded from the scope.

The guideline will look at inequalities relating to disability, sex, sexual orientation and gender identity.
3 What the guideline will cover

3.1 Who is the focus?

Groups that will be covered

- People with suspected or diagnosed ME/CFS
- Specific consideration will be given to:
  - children and young people
  - people with severe ME/CFS.

3.2 Settings

Settings that will be covered

All settings where NHS or social care is provided or commissioned, including health services related to education and occupational health.

3.3 Activities, services or aspects of care

Key areas that will be covered

We will look at evidence in the below areas when developing the guideline, but it may not be possible to make recommendations in all of the areas. Recommendations will reflect the evidence, and reviewing a specific intervention or area does not mean that a positive recommendation will be made.

1 Identification and assessment before diagnosis
2 Diagnosis of ME/CFS
3 Management of ME/CFS
4 Monitoring and review
5 Information, education, and support for people with suspected or diagnosed ME/CFS and their families and carers
6 Information, education and support for health and social care professionals.

Note that guideline recommendations for medicines will normally fall within licensed indications; exceptionally, and only if clearly supported by evidence, use outside a licensed indication may be recommended. The guideline will assume that
prescribers will use a medicine’s summary of product characteristics to inform decisions made with individual patients.

**Areas that will not be covered**

1. The specific management of conditions for which NICE guidance already exists or is in development (see below for related NICE guidelines) and management is not expected to be different in ME/CFS.

**Related NICE guidance**

**Published**

- [Transition from children’s to adults’ services for young people using health or social care services](#) (2016). NICE guideline NG43.
- [Headaches in over 12s: diagnosis and management](#) (2012). NICE guideline CG150.

**In development**

- [Chronic pain: assessment and management](#). NICE guideline. Publication expected January 2020
- **Obstructive sleep apnoea/hypopnoea syndrome and obesity hypoventilation syndrome in over 16s.** NICE guideline. Publication expected August 2020.
- **Infant, children and young people's experience of healthcare.** NICE guideline. Publication expected April 2021.
- **Shared decision making.** NICE guideline. Publication expected April 2021.
- **Suspected neurological conditions.** NICE guideline. Publication TBC.

**NICE guidance that will be replaced by this guideline**

- **Chronic fatigue syndrome/myalgic encephalomyelitis (or encephalopathy): diagnosis and management** (2007). NICE guideline CG53.

**NICE guidance about the experience of people using NHS services**

NICE has produced the following guidance on the experience of people using the NHS. This guideline will not include additional recommendations on these topics unless there are specific issues related to ME/CFS:

- **Service user experience in adult mental health** (2011). NICE guideline CG136.
- **Medicines adherence** (2009). NICE guideline CG76.
- **People's experience in adult social care services** (2018). NICE guideline NG86.

**3.4 Economic aspects**

We will take economic aspects into account when making recommendations. We will develop an economic plan that states for each review question (or key area in the scope) whether economic considerations are relevant, and if so whether this is an area that should be prioritised for economic modelling and analysis. We will review the economic evidence and carry out economic analyses using an NHS and Personal Social Services perspective.
3.5 **Key issues and draft questions**

While writing this scope, we have identified the following key issues and draft question related to them:

1 **Identification and assessment before diagnosis**
   1.1 In whom should ME/CFS be suspected?
   1.2 What is the most clinically and cost-effective method of assessing people with suspected ME/CFS?
   1.3 Can disability or assessment scales aid the identification of people with ME/CFS?
   1.4 What are the barriers and facilitators to the identification of ME/CFS?
   1.5 What are the precautionary management strategies that should be adopted before diagnosis?

2 **Diagnosis of ME/CFS**
   2.1 What tests are clinically and cost effective in diagnosing ME/CFS?
   2.2 In people with suspected ME/CFS, what are the criteria used to establish a diagnosis?
   2.3 What are the barriers and facilitators to the diagnosis of ME/CFS?

3 **Management of ME/CFS**
   3.1 What is the clinical and cost effectiveness of pharmacological interventions for people with ME/CFS?
   3.2 What is the clinical and cost effectiveness of non-pharmacological interventions (such as diet and pacing) for people with ME/CFS?
   3.3 What is the clinical and cost effectiveness of self-management strategies for people with ME/CFS?
   3.4 In people with ME/CFS, what is the clinical and cost effectiveness of different models of multidisciplinary care, including team composition?

4 **Monitoring and review**
   4.1 What is the most clinically and cost-effective method of monitoring people with ME/CFS?
   4.2 What is the most clinically and cost-effective method of reviewing people with ME/CFS?
   4.3 What are the barriers and facilitators to the care of people with ME/CFS?
5 Information, education, and support for people with suspected or diagnosed ME/CFS and their families and carers

5.1 What information, education and support do people with ME/CFS and their families and carers need?

6 Information, education and support for health and social care professionals

6.1 What information, education and support do health and social care professionals who provide care for people with ME/CFS need?

6.2 What are the barriers and facilitators to providing information, education and support for health and social care professionals?

3.6 Main outcomes

The main outcomes that may be considered when searching for and assessing the evidence are:

1 Quality of life (for example, EQ-5D, SF-36)
2 Pain
3 Fatigue
4 Physical and cognitive functioning (a person's ability to do everyday tasks and activities)
5 Care needs
6 Sleep
7 Impact on the carer
8 Adverse effects

4 NICE Pathways

When this guideline is published, we will update the NICE Pathway on ME/CFS. NICE Pathways bring together everything we have said on a topic in interactive flowcharts.

5 Further information

This is the final scope, which takes into account comments from registered stakeholders during consultation.
The guideline is expected to be published in October 2020.

You can follow progress of the guideline.
https://www.nice.org.uk/guidance/indevelopment/gid-ng10091

Our website has information about how NICE guidelines are developed.
Appendix B

Date: <<date>>

The Royal College of Physicians

The College

<<name>>
The Contractor

Consultancy Agreement
THIS AGREEMENT is made this day of <<date>>

BETWEEN:

(1) The Royal College of Physicians of 11 St Andrews Place, Regents Park, London NW1 4LE (the “College”); and

2) <<name>> of <<address>> (the “Contractor”).

WHEREAS:

A. The Contractor is an independent contractor engaged in business offering consultancy services in relation to work undertaken in support of the National Guideline Centre.

B. The Contractor is willing and able to provide its services to the College for the term of this Agreement.

C. In reliance upon that skill, knowledge and experience, the College wishes to engage the Contractor to provide services to it and the Contractor has agreed to accept the engagement on the following terms.

D. Capitalised terms shall have the meanings ascribed to them in Clause 23 of this Agreement.

IT IS AGREED as follows:

1. Contractor’s obligations

1.1 The Contractor will provide to the College the services as set out in Schedule 1 to this Agreement (the “Services”) on the terms and conditions set out in this Agreement.

1.2 The Contractor will undertake the Services in accordance with methods and protocols specified by the College. Any queries relating to specific methods and parameters must be raised with the College in sufficient time to allow deadlines for submissions of completed work to be met. Deadlines for submission of completed work will be as agreed with Dr Kate Kelley, Operations Director, National Guideline Centre, at the College.

1.3 The Contractor will utilise the Consultant named in Schedule 1 (the “Consultant”) to provide the Services, but may also provide the Services through other individual consultants with the necessary skills and experience,
but subject in each case to obtaining the College’s express written approval of each such individual prior to that individual undertaking the provision of any part of the Services.

1.4 During the Term, the Contractor:

(a) undertakes in providing the Services to exercise all reasonable skill and care and to complete any assignments in a timely and cost effective manner;

(b) undertakes to remedy promptly and free of charge any work which is reported by the College to the Contractor to be below the standard reasonably required and expected by the College;

(c) shall comply with all reasonable instructions and requirements of the College and shall at all times act in a lawful and proper manner;

(d) at all times when at the College’s premises, comply with all relevant health and safety legislation;

(e) shall provide the necessary IT equipment and licences required to deliver the Services;

(f) shall use reasonable endeavours to promote the interests of the College;

(g) shall disclose in writing to the College any possible conflict between:

(i) the interests of the College (and/or any client of the College); and

(ii) the Contractor’s or Consultant’s interests and/or those of a family member, relative, friend, or associate of any officer or employee of the Contractor or Consultant, or those of any business or organisation in which the Contractor or Consultant has an interest; and

(h) shall always act with good faith towards the College.

1.5 During the Term, the Contractor shall not, without the express prior approval in writing of the College:

(a) incur any expenditure in the name of or on behalf of the College;

(b) hold itself out as having any authority to do or say anything in the name of or on behalf of the College, or the National Guidelines Centre; or
commit the College to any contracts or other arrangements involving the College in financial or other commitments or incur any liability in the name of or on behalf of the College or in any way pledge its credit or hold itself out as being authorised to do so.

1.6 The Contractor will not make any press, radio or television statement or submit for publication or publish any letter, article or statement or make any presentation relating directly or indirectly to the business or affairs of the College without first obtaining the consent in writing of the College.

1.7 The Contractor will not proceed with any publications or presentations associated with the services as set out in Schedule 1 to this agreement prior to publication of the final versions of the guidelines to which the Services relate, nor without first obtaining the consent in writing of the NGC. Publications related to the guideline or guideline development process but which are not required under the agreement between the College and NICE should be submitted in draft form to the NGC for comments at least 2 months before the publication date. The NGC should respond within 21 days, but in any event, within a maximum of 2 months from receipt of the proposed additional publication. Due consideration should be given to any request by the NGC or by NICE for the alteration of the contents of any proposed additional publication. Unless NICE notifies the NGC to the contrary when providing comments, any additional publication should acknowledge the assistance of NICE and carry a disclaimer that is agreed by NICE and the NGC or, in the absence of any agreement, a notice as follows:

“This work was undertaken by [name] which received funding from the National Institute for Health and Clinical Excellence. The views expressed in this publication are those of the authors and not necessarily those of the Institute.”

2. Term

Subject to the provisions relating to termination of this Agreement, this Agreement shall commence on the Commencement Date specified in Schedule 1, and will continue for the Term specified in Schedule 1.

3. Fees

3.1 In consideration of the provision by the Contractor of the Services under this Agreement, the College will pay to the Contractor a fee at the rate set out at Schedule 1 which will include VAT and any similar tax.
3.2 On or around the last working day of the month the Contractor will submit to the College an invoice (valid for VAT purposes) for the fee due in respect of that calendar month. This invoice will then be authorised by the College and payment will be made to the Contractor within 30 days of the date of receipt of the invoice by the College.

3.3 Payment of the fee will be subject to the satisfactory completion of the work specified in this Agreement, and submission of the completed work by the deadlines agreed with the College.

4. Relationship of parties

The Contractor will provide the Services to the College as an independent contractor and not as an employee, worker, agent of or partner to the College. The Contractor indemnifies the College against any claims by any third party that the Contractor, the Consultant or any employee of the Contractor is engaged by the College in any other capacity.

5. Non-exclusivity

The Contractor shall during the course of this Agreement and, subject to its terms, be able to accept and perform engagements from other companies, firms or persons, provided that there is no conflict with the Services that the Contractor provides to the College under this Agreement and that any such activities shall not be in any way in direct or indirect competition with any of the services provided by the College.

The Contractor must complete and return to the College a NICE declaration of interest form, which will be held by the College and made publicly available in accordance with the NICE code of practice on declarations of interest.

6. Insurance

The Contractor shall take out and maintain for the duration of the provision of the Services all reasonably necessary public liability and professional indemnity insurance with a reputable insurer, and shall provide written evidence of such insurance to the College if the College so requests.

7. Liability

7.1 Neither party excludes or limits its liability to the other in respect of death or personal injury.
7.2 Subject to clause 7.1, the College shall not be liable to the Contractor for indirect or consequential loss or damage, including additional operation or administrative costs or expenses or any loss of profits, business revenue or goodwill.

7.3 The Contractor indemnifies the College and any client of the College against all expenses, liabilities, losses, damages and costs incurred by the College and/or such client of the College arising out of:

(a) the provision of the Services by the Contractor or any third party instructed by the Contractor;

(b) any act, omission or default by the Contractor, or any third party instructed by the Contractor;

(c) the receipt by the College or any client of the College of any information, data or communications supplied or sent to the College or such client by the Contractor, or any third party instructed by the Contractor.

8. Tax Liability

8.1 The Contractor will be responsible for the discharge of any liability to taxation and for the payment of any national insurance contributions in respect of all fees and any other sums payable to it under this Agreement.

8.2 The Contractor will indemnify the College against any claim or assessment made by the Inland Revenue or other relevant authority in any jurisdiction, arising out of the performance by the parties of their obligations under this Agreement, and any costs, expenses, penalties, fines or interest incurred or payable by the College in connection with any such assessment or claim.

9. Expenses

The College will reimburse directly to the Contractor all expenses which it may from time to time reasonably and properly incur in connection with the provision of the Services which have been previously agreed in writing by the National Guideline Centre. No such expenses will be reimbursed until expense claim forms are submitted by the Contractor in accordance with the College’s expense reporting procedure.
10. Confidential information

10.1 In order to protect the Confidential Information and the goodwill and interests of the College and without prejudice to any other duty implied by law, whether during or following the termination of this Agreement, the Contractor will:

(a) not use for its own purposes or for the purpose of any unauthorised third party any Confidential Information; and

(b) not disclose or cause to be disclosed and will use its best endeavours to prevent the publication or disclosure of any Confidential Information.

10.2 The restrictions in this clause will cease to apply to information that enters the public domain other than by reason of the Contractor’s default.

10.3 Upon request by the College, or automatically upon the termination or expiration of this Agreement, the Contractor shall promptly and irrevocably delete any information belonging to the College from any computer system in the Contractor’s possession or under the Contractor’s control having first ensured that the College has a copy of any such information.

10.4 This clause 10 shall survive any termination of this Agreement.

11. Inventions

All patent, trade mark and other rights in any invention device or concept (or any novel improvement or modification of an existing invention device or concept) created or developed by the Contractor during this Agreement and arising from or related to the provision of the Services shall belong to the College subject only to any statutory rights that the Contractor may have.

12. Copyright

12.1 The College shall be the legal and beneficial owner of the copyright in and all other rights to the results of, the development of, and the application of all work produced by the Contractor in the course of it providing the Services including (but not limited to) all:

(a) schedules, text, memoranda, correspondence, documents;

(b) computer programs, program and code listings, prints-out, material recorded
(c) work created by the Contractor outside the course of providing the Services but arising from or related to work carried out by it in the course of providing the Services or that carried out by employees of the College in the course of their employment of which the Contractor had knowledge.

12.2 The Contractor hereby irrevocably and unconditionally waives in favour of the College any and all moral rights conferred on it by statute for any design or copyright work in which copyright is vested in the College.

13. Termination

13.1 Either party may terminate this Agreement at any time by giving the other party notice in writing of termination which is no less than the notice period set out in Schedule 1.

13.2 Notwithstanding any other provision of this Agreement, the College shall be entitled by written notice to the Contractor to terminate this Agreement immediately and without further payment (except for Services performed up to the date of termination) if the Contractor:

(a) seeks to undertake or undertakes the provision of the Services employing or otherwise utilising individuals other than the Consultant or those individuals expressly approved in writing by the College in accordance with Clause 1.3; or

(b) in the reasonable opinion of the College is guilty of gross misconduct and/or serious negligence in respect of its obligations under this Agreement or if it fails, within 14 days following receipt of written notice requiring it to do so, to remedy effectively a non-material breach of this Agreement; or

(c) in the reasonable opinion of the College is guilty of conduct which brings or is liable to bring it or the College into disrepute; or

(d) becomes bankrupt or suspends payment of its debts or enters into any composition or arrangement with creditors.

13.3 On the termination of this Agreement, the Contractor will:

(a) provide its full co-operation with a formal handover to the College or to any person nominated by the College of any outstanding matters relating to the
Services; and

(b) hand over to the College any books, documents, papers, materials, computer discs and software, and any copies thereof (whether in human readable or machine readable form) and other property of the College which may then be in its possession or under its control and, if required by the College, will provide a statutory declaration from a director of the Contractor that it has done so.

14. Assignment

The Contractor will not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the College.

15. Invalidity and Severability

If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16. Waiver

16.1 No failure or delay on the part of either party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy.

16.2 The rights and remedies provided in this Agreement are cumulative save where expressed otherwise in this Agreement and are not exclusive of any rights or remedies provided by law save where expressed otherwise.

17. Sub-Contracting

17.1 The Contractor shall not appoint any sub-contractor to carry out all or part of its obligations under this Agreement without the prior written consent of College.

17.2 The Contractor shall not be relieved from any of its obligations hereunder by entering into any subcontract for the performance of any part of this Agreement.

18. Further Assurance

At any time after the date of this Agreement either party shall, at the request and cost of the other party, execute or procure the execution of such documents and do
or procure the doing of such acts and things as the other party may reasonably require for the purpose of giving to the other party the full benefit of all the provisions of this Agreement.

19. **Set-off and Counterclaim**

The College may set off against any sums due to the Contractor whether under this Agreement or otherwise any lawful set-off or counterclaim to which the College may at any time be entitled.

20. **Third Party Rights**

Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

21. **Variation**

No variation of this Agreement shall be effective unless made in writing.

22. **Law and Jurisdiction**

22.1 This Agreement will be governed by and construed in accordance with the laws of England and Wales and will be subject to the jurisdiction of the English courts.

22.2 This Agreement supersedes all previous agreements and arrangements between the Contractor and the College and sets out the entire agreement of the parties in relation to the provision of services by the Contractor to the College.

23. **Definitions**

23.1 In this agreement the following expressions have the following meanings:

(a) “Agreement” means this agreement (including the Schedule) as the same may be superseded or amended by agreement of the parties from time to time.

(b) “Confidential Information” means all information whether recorded or not (and, if recorded, in whatever form, in whatever media and by whomever recorded) which is a trade secret or other confidential or private information which is not
generally known or easily accessible by the public (either as an individual item of information or as part of a body of knowledge) in any way relating to or concerning the business, finances, dealings, transactions or affairs of the College or of any third party with whom or which the College has dealt and in respect of whom or which the College is bound by an obligation (whether express or implied) of confidence.

(c) “Term” means the period specified as such in Schedule 1.

Signed for and on behalf of the Contractor

Signed __________________________ Date

Signed for and on behalf of the College

Signed
Schedule 1

Commencement Date: <<date>>

Term: From <<date>> to <<date>> 2012

Notice Period: << XXX days or weeks>>

Fee: <<amount>> per day for up to << XXX >> days, up to a maximum total payment of <<amount>>

Consultant: <<name>>

Services:

(a) The College shall provide a Consultant for up to a maximum of << XXX >> days during the term of this Agreement (or any other number of days as agreed in writing by the NGC);

(b) The Consultant shall be responsible for:

   (i) <<details of work specification>>

   (ii) <<details of work specification>>