

# Frequently Asked Questions:

# Type 1 RRDN Delivery Organisation Contract

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# Understanding the terminology in the contract

# 1. What is the NIHR Research Delivery Network?

The National Institute for Health and Care Research (NIHR) Research Delivery Network (RDN) is funded by the Department of Health and Social Care (DHSC) to enable the health and care system to attract, optimise and deliver research across England.

We consist of 12 Regional Research Delivery Networks (RRDNs) and a Coordinating Centre (RDNCC), working together as one organisation with joint leadership.

We contribute to NIHR's mission to improve the health and wealth of the nation through research. For more information please visit the <u>NIHR RDN website</u>.

## 2. What is a "Host Organisation"?

Each of the 12 RRDNs is hosted by an organisation. For a list of Host Organisations, please visit NIHR RDN.

Host Organisations supply various resources for the RRDNs such as office space, IT equipment and finance systems. Therefore, any agreements you enter into will be with the Host Organisation on behalf of the RRDN and payments to you will be facilitated by the Host Organisation.

## 3. What is a "Delivery Organisation"?

The term "Delivery Organisation" has been used in the contract to refer to any group or organisation in receipt of RRDN funding for undertaking or facilitating research activity.

# 4. What are research delivery activities?

The term 'research delivery activities' refers to activities undertaken that support the RDN aims and objectives.

5. Why do the data protection clauses (section 11) reference the Authority (DHSC), the Contractor and the Delivery Organisation?

The RRDN host contract between the Authority (the DHSC) and the Contractor (the Host organisation) states the Authority and Contractor are Joint Controllers. The Contractor (the Host Organisation) then sub-contracts with the Delivery Organisations). The DHSC view the Host organisation and the Delivery Organisation as acting as 'agents' of DHSC which means as Joint Controllers the Host and the Delivery Organisation can also determine the purpose and means of the processing of personal data without seeking written permission from DHSC. It also means that DHSC, the Host Organisation and the Delivery Organisation have Joint Controller obligations and responsibilities under UK General Data Protection Regulation (GDPR).

6. Does the Data Protection section (Section 11) encompass personal identifiable data of research participants?

No, personal identifiable data of research participants is not shared. Only anonymised information is shared by Delivery Organisations via the Local Portfolio Information System (LPMS).

## Further information about the contract

1. What is the purpose of the RRDN Delivery Organisation Contract?

The contract protects both parties, provides clarity about responsibilities, ensures you know what activity you are agreeing to and provides assurance that you will be paid for those activities.

2. What period does it cover and when would I receive another one?

The contract is applicable from the signed date. If there are any changes to the terms or funding, you will be sent a contract variation.

3. How much funding does it cover?

The funding you're entitled to receive will be agreed with the RRDN. The payment schedule

details the expected funding. In some instances, the RRDN may include additional funding (up to 10%) to allow for flexibility due to in-year funding increases. This flexibility funding will be shown on the separately identified row and is not guaranteed unless confirmed payable in writing (e.g. via email) from the RRDN.

## 4. When will our organisation get paid?

Once the contract is signed, the RRDN will be able to make payment but you will need to be set up on any relevant finance systems first. The time frame depends on the Host Organisation's finance system and pay run dates.

# 5. What happens if our funding allocation changes?

You will be sent a variation to contract with a revised payment schedule.

## 6. What is a contract variation?

A variation to contract occurs when there has been a material change to your contract. You will be sent a variation form which outlines what has changed. This may be a list of changes to clauses, a change to the payment schedule or both. On signature, these changes are then incorporated. The previously signed version of the contract and the variation(s) form your new agreement.

7. How do I access a clean version of the agreement / contract after a variation has occurred? If you require a copy of the contract including the variations, please request this from your RRDN.

## 8. Is VAT applicable?

VAT will not be applicable if the supply of goods or services are to another NHS organisation. If you are signing this contract on behalf of an organisation outside the NHS and have questions about VAT please contact your RRDN. We will endeavor to seek advice.

## Completing the contract paperwork

## 1. Do we need to sign it and why?

In order to receive the agreed funding, you will need to sign the contract. This contract is intended to protect both parties, provide clarity about responsibilities, ensure you know what activity you are agreeing to and provide assurance that you will be paid for those activities.

## 2. What are the implications of signing the contract?

This is a contractual agreement outlining your funding allocation and terms and conditions of that funding for agreed activities. If the situation arose where you were unable to complete the activities, the implication is that you would not get paid the funding.

## 3. Who is authorised to sign this contract?

Typically this will be organisation owners/directors or anyone with the appropriate authority to authorise contractual / financial agreements.

## 4. What is the timeline for returning the signed contract?

Please return your signed contract as soon as possible to enable payment to be made to you.

## 5. Which section needs completing?

You will need to sign the contract. If you have been sent the contract via an e-signature software, follow the instructions provided within the email you will have received.

## 6. E-signing: Who can sign the contract once I've received it?

Contracts must be signed by someone with appropriate authority (see above for "Who is authorised to sign this agreement?"). If the email has been sent to you for signature, the system will only allow you to sign it. If it is not your responsibility to sign and you need to pass the contract on, you may be able to reassign it within the e-signature software. If this option is unavailable, please ask the person who sent the agreement to redirect it.