

TEMPLATE TO BE COPIED

NIHR REGIONAL RESEARCH DELIVERY NETWORK DELIVERY ORGANISATION

AGREEMENT BETWEEN

[Insert name of RRDN Host Organisation] (1)

AND

[Insert name of RRDN Delivery Organisation] (2)

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SECTION 1

FORM OF AGREEMENT

The Agreement is between

[] of [Insert address of RRDN Host Organisation] (the “**Contractor**”)

and

[Insert name of RRDN Delivery Organisation] of [Insert address of RRDN Delivery Organisation] (the “**Delivery Organisation**”)

The Contractor and the Delivery Organisation being together called the “**Parties**”.

BACKGROUND:

1. the Contractor has entered into a contract with the Authority dated 01 October 2024 (the “**RRDN Host Organisation Contract**”);
2. the Contractor has agreed to provide RDN Funding it receives from the Authority under the RRDN Host Organisation Contract in respect of the Research Delivery Activities undertaken by the Delivery Organisation; and
3. the Delivery Organisation has undertaken or will undertake the Research Delivery Activities set out in the Work Programme that the Contractor wishes to fund.

1. TERMS OF AGREEMENT

1.1 This Agreement comprises five Sections and three Schedules :

Section 1	Form of Agreement;
Section 2	Terms and Conditions;
Section 3	Work Programme;
Section 4	Financial Arrangements;
Section 5	Key Staff;
Schedule 1	Definitions
Schedule 2	Variation to Contract Form;
Schedule 3	Processing, Personal Data and Data Subjects.

1.2 The provision and performance of the Research Delivery Activities Work Programme by the Delivery Organisation shall be subject to and in accordance with the terms and conditions set out in Section 2 of this Agreement.

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1.3 Where the Delivery Organisation is a health service body within the meaning of section 9 of the National Health Service Act 2006 then this Agreement is an NHS Contract within the meaning of that Act.

IN WITNESS of which this Agreement has been duly executed by the Parties.

SIGNED:

NAME:

POSITION HELD:
ON BEHALF OF THE CONTRACTOR

DATE:

SIGNED:

NAME:

POSITION HELD:
ON BEHALF OF THE DELIVERY ORGANISATION

DATE:

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SECTION 2

AGREED TERMS AND CONDITIONS

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1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

- a) capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) references to sections, clauses or schedules, are references to sections, clauses or schedules within this Agreement,
- b) references to the clauses or schedules are references to clauses or schedules of this Agreement.
- c) references to parts, paragraphs, annexes, tables are references to parts, paragraphs, annexes, tables where they appear;
- d) the headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement;

2. Entire Agreement

2.1 This Agreement constitutes the entire agreement and understanding between the Parties in connection with its subject matter.

2.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

2.3 This Agreement supersedes all prior representations, writings, negotiations or understandings with respect hereto, but nothing in this Clause 2 shall exclude any liability for fraudulent misrepresentations made by either Party.

3. Term

3.1 This Agreement shall take effect on the Commencement Date and shall terminate on the Completion Date unless it is terminated earlier in accordance with the terms of this Agreement, or otherwise lawfully terminated.

3.2 By Agreement between the Parties the Work Programme Period may be extended by any period or periods in accordance with the variation procedure in Clause 8.

3A. Performance Management Data for Individual Studies

3A.1 The Authority wishes to see a sustained improvement in the performance of Delivery organisations – including the Delivery Organisation - in initiating and delivering research.

3A.2 The Delivery Organisation shall collect, collate and submit local performance management data for individual studies, in compliance with the document “Terms and Conditions for NIHR Research Delivery Network Support” and using information systems as required by the NIHR RDN Coordinating Centre, including the NIHR Hub, NIHR RDN Central Portfolio Management System and Local Portfolio Management System/s as agreed by the RRDN Leadership Team and/or RDN Board.

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4. Obligations

- 4.1 The Delivery Organisation shall carry out its obligations under this Agreement in accordance with Section 3 (Work Programme) and the provisions of this Agreement.
- 4.2 In consideration of the supply and performance of the Work Programme by the Delivery Organisation and the fulfilment of all its obligations under this Agreement the Contractor shall pay to the Delivery Organisation the undisputed RDN Funding.

5. Administration

- 5.1 The Delivery Organisation shall use its best endeavours to ensure that each member of staff engaged on the work observes the terms of this Agreement and any Variations. Such members of staff must be advised of any changes in the scope of this Agreement or the Work Programme.
- 5.2 The high-level objectives of the Work Programme are set out in Section 3 (Work Programme). Within such objectives details of the exact programme to be followed and the day-to-day responsibility for carrying out this programme will be under the control of the Delivery Organisation, in consultation, as appropriate, with the Contractor's Representative (and always subject to the Contractor's and/or the Authority's consent where and as required under this Agreement).
- 5.3 The Delivery Organisation shall ensure a full flow of relevant information between the Parties and such others as may be notified to the Delivery Organisation by the Contractor and shall advise as required on the Work Programme. The Contractor shall be given access to the Outputs of the Work Programme on request.
- 5.4 The Delivery Organisation acknowledges and agrees that the Authority may at any time or from time to time appoint a third party to support the Authority in the management and exercise on behalf of the Authority of any of the Authority's rights, duties or functions under this Agreement.
- 5.5 The Contractor reserves the right to terminate this Agreement should the Delivery Organisation be unable or unwilling for any reason to continue with the Work Programme or if in the reasonable opinion of the Contractor the Delivery Organisation is consistently failing to achieve an acceptable standard in relation to the Work Programme in which case no financial compensation shall be payable to the Delivery Organisation.

6. Payments and Accounting

- 6.1 Subject to Clause 6.3, the total amount to be paid by the Contractor to the Delivery Organisation under this Agreement in any financial year shall not exceed the undisputed RDN Funding detailed for the relevant financial year in Section 4 (Financial Arrangements). Subject to these limits and any management directions of the Authority or a person acting on behalf of the Authority under Clause 5.4 the Delivery Organisation is free to administer the funds within the terms of this Agreement.
- 6.2 Payments by the Delivery Organisation to third parties remain the responsibility of the Delivery Organisation who shall ensure that such payments are made promptly and, unless specified otherwise by the Contractor, within no longer than thirty days.

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- 6.3 During the Work Programme Period, payments will be made by the Contractor in accordance with dates and amounts specified in Section 4 (Financial Arrangements). The Contractor may suspend this payment schedule at any time if so instructed by the Authority or, in the view of the Contractor, the Delivery Organisation has not maintained reasonable progress on the Work Programme or has not submitted reports as required under Clause 15.
- 6.4 The Contractor may request at any time such evidence as may reasonably be required that the Delivery Organisation has used the amounts paid in accordance with Section 4 (Financial Arrangements) in connection with the Work Programme and complying with its obligations therein. The Delivery Organisation shall maintain proper financial records relating to the Work Programme at all times during the Work Programme Period and for a period of six years after the end of the Work Programme Period.
- 6.5 The Delivery Organisation shall not make any change in the total remuneration, conditions of service or numbers of staff engaged on the Work Programme which will require a change in the total amount payable or make material changes to the Work Programme detailed in Section 3 (Work Programme), without prior written approval being given by the Contractor.
- 6.6 The Delivery Organisation grants to the Contractor and the Authority and to any statutory or regulatory auditors of the Contractor or the Authority and to authorised agents the right of reasonable access to (and if required to copy) the relevant financial records during normal business hours.
- 6.7 The Delivery Organisation shall provide all reasonable assistance at all times during the Work Programme Period and during the period of six years after the end of the Work Programme Period for the purposes of allowing the Contractor to obtain such information as is necessary to fulfil the Contractor's obligations to supply information for Parliamentary, Governmental, Judicial or other administrative purposes and/or to carry out an audit of the Delivery Organisation's compliance with this Agreement including all activities, performance, security and integrity in connection therewith.
- 6.8 On completion of the Work Programme Period, any outstanding payment in respect of the Delivery Organisation's costs properly incurred under the Agreement will be paid by the Contractor to the Delivery Organisation within thirty days, provided that:
- a) the Work Programme has been completed to the satisfaction of the Contractor;
 - b) the reports required under Clause 15 have been submitted by the Delivery Organisation; and
 - c) agreement has been reached in respect of any items remaining for disposal.
- 6.9 If at any time an overpayment has been made to the Delivery Organisation for any reason whatsoever, the amount of such overpayment shall be deducted from any further payments or shall be recoverable from the Delivery Organisation at the Contractor's discretion.

7. Set off

- 7.1 If any sum of money shall be due from the Delivery Organisation to the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Agreement or any other agreement with the Contractor.

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8. Variation

- 8.1 If at any time it appears likely to the Delivery Organisation that any provision of the Agreement needs to be varied, the Delivery Organisation shall immediately inform the Contractor in writing by email requesting a Variation to the Agreement, providing justification and setting out proposals for the change. The Contractor, subject to the written consent of the NIHR RDN, may:
- a) agree to vary the Agreement;
 - b) if the proposed Variation relates to Research Delivery Activities outside the scope of the Work Programme:
 - i) vary the scope of Research Delivery Activities within the Work Programme in a manner which the Delivery Organisation agrees can be carried out within the Work Programme Period and RDN Funding; or
 - ii) refuse the request and require the continuation of the Work Programme in accordance with this Agreement; or
 - c) give notice of termination in accordance with Clause 18.
- 8.2 The right of the Contractor under Clause 8.1 (c) shall also apply where the Variation is proposed by the Contractor and the Delivery Organisation is unable to provide or agree to the Variation within the time limits specified by the Contractor. Such time limits and the decision of the Contractor to terminate this Agreement or not shall be reasonable and ultimately at the discretion of the Contractor having regard to the nature of the proposed Variation.
- 8.3 Any Variation to the Agreement shall be set out in a "Variation to Contract Form" as set out at Schedule 2 to this Agreement and signed by both Parties.

9. Staff Appointments

- 9.1 The Delivery Organisation agrees to use sufficient appropriately skilled resources to enable it to comply with its obligations under this Agreement and shall ensure it adheres to UK equality and diversity legislation including the Equality Act 2010. All Delivery Organisation's staff providing services in connection with this Agreement shall be bound by the same terms and conditions of service which are normally applicable to the Delivery Organisation's staff.
- 9.2 The Contractor has a commitment to equal opportunities to which the Delivery Organisation must comply. The Delivery Organisation must not discriminate on the grounds of age, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race (including colour, nationality, ethnic or national origin), religion or belief, sex, or sexual orientation. The criteria for shortlisting and appointment to posts funded by the Contractor must be based solely on the knowledge, skills, experience and personal qualities which in the view of management are required for the successful discharging of the responsibilities of the post. All posts should be open to part-timers and job-share arrangements unless otherwise stated in the advertisement.

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9.3 The Delivery Organisation will ensure that the terms and conditions of staff employed to provide services in connection with this Agreement contain provisions in respect of intellectual property compatible with the terms of this Agreement.

10. Confidentiality

10.1 In respect of any Confidential Information it may receive from the other Party and subject always to the remainder of this Clause 10, the receiving Party undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Disclosing Party's prior written consent provided that:

- a) the receiving Party shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement; and
- b) nothing herein shall be so construed as to prevent either party from using data processing techniques, ideas, know-how and the like gained during the performance of the Agreement in the furtherance of its normal business, to the extent that this does not result in a disclosure of Confidential Information or infringement of any valid Intellectual Property Rights of either Party or the unauthorised processing of any Personal Data.

10.2 Clause 10.1 shall not apply to any Confidential Information received by one Party from the other:

- a) which is or becomes public knowledge (otherwise than by breach of this Clause);
- b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- d) is independently developed without access to the Confidential Information; or
- e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations pursuant to Clause 33 (Freedom of Information Act 2000).

10.3 The obligations of each of the Parties contained in Clause 10.1 above shall continue without limit in point of time. In the event that the Delivery Organisation fails to comply with this Clause 10.3 the Contractor reserves the right to terminate this Agreement by notice in writing with immediate effect.

11. Data Protection

Joint Controller Status and Allocation of Responsibilities

11.1 With respect to Personal Data under Joint Control of the Authority, the Contractor and the Delivery Organisation, the parties envisage that they shall each be a Controller in respect of that Personal Data which is processed for the Work Programme in accordance with the terms of this Clause 11. Accordingly, the Authority, the Contractor and the Delivery

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Organisation each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controllers.

- 11.2 The parties agree that the Delivery Organisation:
- a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - c) is solely responsible for the Authority's, the Contractor and Delivery Organisation's compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - e) shall make available to Data Subjects the essence of this Clause 11 (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Authority, the Contractor and the Delivery Organisation having used their best endeavours to agree the terms of that essence. This must be outlined in the Delivery Organisation's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 11.3 Notwithstanding the terms of Clause 11.2, the Authority, the Contractor and the Delivery Organisation acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant party as Controller.

Undertakings of Parties

- 11.4 The Contractor, the Delivery Organisation and the Authority each undertake that they shall:
- a) keep records of:
 - the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other party's obligations under applicable Data Protection Legislation;
 - any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law, that it has received in relation to the subject matter of the Agreement during that period;

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- b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 11.4(a)(i) to (v);
- c) provide the other party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 11.4(a)(iii) to (v) to enable the other party to comply with the relevant timescales set out in the Data Protection Legislation;
- d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Clause 11;
- e) request from the Data Subject only the minimum information necessary to provide the services and treat such extracted information as Confidential Information;
- f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - i. are aware of and comply with their duties under this Clause 11 and those in respect of Confidential Information
 - ii. are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the disclosing party would not be permitted to do so;
 - iii. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Delivery Organisation holds; and
- j) ensure that it notifies the other party as soon as it becomes aware of a Data Loss Event.

11.5 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not

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perform its obligations under this Clause 11 in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

Data Protection Breach

- 11.6 Without prejudice to Clause 11.7, each Joint Controller shall notify the other party promptly and without undue delay, and in any event within forty-eight hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Authority and its advisors with:
- a) sufficient information and in a timescale which allows the other party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
 - b) all reasonable assistance, including:
 - i. co-operation with the other party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - ii. co-operation with the other party including taking such reasonable steps as are directed by the Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - iii. co-ordination with the other party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - iv. providing the other party and to the extent instructed by the other party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 11.7.
- 11.7 Each party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that party's own data at its own cost with all possible speed and shall provide the other party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other party, as soon as possible and within forty-eight hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- a) the nature of the Personal Data Breach;
 - b) the nature of Personal Data affected;
 - c) the categories and number of Data Subjects concerned;
 - d) the name and contact details of the Delivery Organisation's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - e) measures taken or proposed to be taken to address the Personal Data Breach; and
 - f) describe the likely consequences of the Personal Data Breach.

Audit

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- 11.8 The Contractor shall permit:
- a) the Authority, or a third-party auditor acting under the Authority's direction, to conduct, at the Authority's cost, data privacy and security audits, assessments and inspections concerning the Delivery Organisation's data security and privacy procedures relating to Personal Data, its compliance with this Clause 11 and the Data Protection Legislation; and/or
 - b) the Authority, or a third-party auditor acting under the Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the records maintained under Article 30 UK GDPR by the Delivery Organisation so far as relevant to the Agreement, and procedures, including premises under the control of any third party appointed by the Delivery Organisation to assist in the provision of the Services.
- 11.9 The Authority may, in its sole discretion, require the Delivery Organisation to provide evidence of the Delivery Organisation's compliance with Clause 11.8 in lieu of conducting such an audit, assessment or inspection.

Impact Assessments

- 11.10 The Authority, the Contractor and the Delivery Organisation shall:
- a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures); and
 - b) maintain full and complete records of all processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

ICO Guidance

- 11.11 The parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Authority and the Contractor may on not less than thirty Working Days' give notice to the Delivery Organisation to amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

Liabilities for Data Protection Breach

- 11.12 If financial penalties are imposed by the Information Commissioner on either the Authority, Contractor or the Delivery Organisation for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- a) if in the view of the Information Commissioner, the Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Delivery Organisation) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Delivery Organisation shall provide to the Authority and its third party investigators and

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auditors, on request and at the Delivery Organisation's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;

- b) if in the view of the Information Commissioner, the Delivery Organisation is responsible for the Personal Data Breach, in that it is not a breach that the Authority is responsible for, then the Delivery Organisation shall be responsible for the payment of these Financial Penalties. The Delivery Organisation will provide to the Authority and its auditors, on request and at the Delivery Organisation's sole cost, full cooperation and access to conduct a thorough audit of such data incident;
- c) if in the view of the Information Commissioner, the Contractor is responsible for the Personal Data Breach, in that it is not a breach that the Authority is responsible for, then the Contractor shall be responsible for the payment of these Financial Penalties. The Contractor will provide to the Authority and its auditors, on request and at the Contractor's sole cost, full cooperation and access to conduct a thorough audit of such data incident or
- d) if no view as to responsibility is expressed by the Information Commissioner, then the Authority, Contractor and the Delivery Organisation shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the parties do not agree such apportionment then such Dispute shall be referred to the dispute resolution procedure set out in Clause 30 (Dispute Resolution).

11.13 If the Authority or the Contractor or the Delivery Organisation is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both parties are liable, the liability will be apportioned between the parties in accordance with the decision of the Court.

11.14 In respect of any losses, cost claims or expenses incurred by either party as a result of a Personal Data Breach (the "Claim Losses"):

- a) if the Authority is responsible for the relevant breach, then the Authority shall be responsible for the Claim Losses;
- b) if the Delivery Organisation is responsible for the relevant breach, then the Delivery Organisation shall be responsible for the Claim Losses;
- c) If the Contractor is responsible for the relevant breach, the Contractor shall be responsible for the Claim Losses and
- d) if responsibility is unclear, then the Authority, the Contractor and the Delivery Organisation shall be responsible for the Claim Losses equally.

11.15 Nothing in either Clause 11.13 or Clause 11.14 shall preclude the Authority, the Contractor and the Delivery Organisation reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Breach and the legal and financial obligations of the Authority.

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Termination

- 11.16 If the Delivery Organisation is in material Default under any of its obligations under this Clause 11, the Contractor shall be entitled to terminate this Agreement by issuing a termination notice to the Delivery Organisation in accordance with Clause 18 (Termination Upon Occurrence of Events).

Sub-Processing

- 11.17 In respect of any Processing of Personal Data performed by a third party on behalf of a party, that party shall:
- a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other party where reasonably requested; and
 - b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

Data Retention

- 11.18 The parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

12. Rights to Data

- 12.1 The Contractor reserves the right to have access to and to use Data compiled during the course of the Work Programme and, subject to any exceptions set out in Clauses 10 and 11 or elsewhere in this Agreement, will respect existing guidance on confidentiality of any Data which it obtains.

13. NIHR RRDN Staff

- 13.1 The Delivery Organisation shall inform the Contractor immediately of any suspension or termination of employment of any RRDN Staff, and any senior staff providing services in connection with this Agreement, provided that in doing so it shall at all times comply with the law.
- 13.2 The Delivery Organisation shall make reasonable efforts to ensure that individuals employed to provide services in connection with this Agreement abide by the rules, regulations and codes of conduct of their employer; of their professional regulatory bodies where applicable; with relevant guidance published by the Authority on the conduct of research; and with guidance on membership set out by NIHR as updated from time to time.

14. Not Used

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15. Monitoring and Reporting

- a. Progress of the Work Programme will be reviewed periodically by the Contractor's Representative against the specifications and Standards detailed in the Work Programme.
- b. During the Work Programme Period the Delivery Organisation shall provide verbal or written reports as required by the Contractor on any aspect of the Work Programme, including the Outputs. This shall include a full flow of relevant information between the Parties and such others as may be notified to the Delivery Organisation by the Contractor.

16. Intellectual Property Rights

- 16.1 For the avoidance of doubt, nothing in this Agreement shall affect the Delivery Organisation's ownership of Intellectual Property rights existing prior to the Commencement Date of this Agreement, or generated outside the Work Programme.
- 16.2 Subject to any prior rights and to the rights of third parties, Copyright and every other property right in all reports, documents and things produced or information obtained by the Delivery Organisation or which is prepared or obtained under the Delivery Organisation's direction or control under this Agreement and in connection with Work Programme, with the exception of the outputs of commercial and non-commercial research studies, shall be vested in the Authority on behalf of Crown.
- 16.3 The Delivery Organisation hereby assigns directly to the Authority on behalf of the Crown all Intellectual Property Rights (IPR) owned by the Delivery Organisation in any Material which is generated by the Delivery Organisation and delivered to the Contractor or the Authority in the performance of the Work Programme and shall waive all moral rights relating to such Material. The Authority grants the Delivery Organisation and the Contractor a non-exclusive, non-transferable, irrevocable, fully paid-up licence to use the IPR for their own non-commercial patient care and research purposes.
- 16.4 In performing the Work Programme the Delivery Organisation shall not infringe the Intellectual Property Rights of any third party. Where there are prior rights or rights of third parties in any Material, the Delivery Organisation shall obtain approval before using the Material and this approval shall include the right of the Authority to use, copy, modify, adapt or enhance the Material.
- 16.5 The Delivery Organisation shall indemnify the Contractor, the Authority and the Crown against all actions, suits claims, demands, losses, charges, costs and expenses which the Contractor, the Authority or the Crown may suffer or incur (whether before or after the making of a demand pursuant to the indemnity hereunder) as a result of or in connection with any breach of this Clause.

17. Publication

- 17.1 The Contractor's Representative and the NIHR RDNCC must be notified prior to any material publications (whether in oral, written or other form) in relation to the hosting, leadership, management or delivery by the Delivery Organisation of the Work Programme. For the avoidance of doubt, this does not relate to study specific publications.

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- 17.2 Studies accepted onto the portfolio should acknowledge RDN support in publication, ensuring that NIHR Visual Identity policy is followed. Every publication resulting from work carried out by the Delivery Organisation under this Agreement shall acknowledge the Authority's financial support and state that the views and opinions expressed therein do not necessarily reflect those of the Authority.

18. Termination Upon Occurrence of Events

Termination for Convenience

- 18.1 Without prejudice to any other provision of this Agreement, this Agreement may be terminated for convenience by either Party giving three months' notice in writing to the other Party. Should this option to terminate be exercised by the Contractor, the Contractor shall, subject to Clause 18.2, indemnify the Delivery Organisation from and against all and any actual loss unavoidably incurred by reason or in consequence of the termination provided that the Delivery Organisation takes all immediate and reasonable steps to:
- a) cancel all capital and recurring cost commitments;
 - b) terminate all contracts with sub-contractors on the best possible terms;
 - c) reduce labour and equipment costs through redeployment as appropriate; and
 - d) take all other reasonable steps to mitigate its loss.
- 18.2 Before the Contractor agrees to pay any sum to the Delivery Organisation, the Delivery Organisation shall submit a fully itemised and costed list of such losses, with supporting evidence including such further evidence as the Contractor may require, reasonably and actually incurred by the Supplier as a result of termination by the Contractor for convenience.
- 18.3 Under Clause 18.1, the Contractor will not pay any sum which when taken together with any sums paid or due or becoming due to the Delivery Organisation under this Agreement, will exceed such total sums as would have been payable under this Agreement.
- 18.4 Should the option to terminate this Agreement for convenience under Clause 18.1 be exercised by the Delivery Organisation, and the Contractor then makes other arrangements for the provision of the Work Programme, the Contractor may recover from the Delivery Organisation the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Contractor throughout the remainder of the Work Programme Period provided that the Contractor shall take all reasonable steps to mitigate such additional expenditure. Before the Contractor exercises this right, the Contractor shall submit a fully itemised and costed list of such costs, with supporting evidence including such further evidence as the Delivery Organisation may require, reasonably and actually incurred by the Contractor as a result of the Delivery Organisation having terminated this Agreement for convenience.

Termination for Delivery Organisation's Default and Other Reasons

- 18.5 The Contractor may at any time and from time to time by notice in writing terminate this Agreement without liability to the Delivery Organisation for any damage, loss or expenses arising as a result of or in connection with such termination if:

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- a) the Delivery Organisation is in Default under this Agreement and if:
 - i) the Default is capable of remedy and the Delivery Organisation shall have failed to remedy the Default within thirty days or such shorter period as the Contractor may specify in a written notice sent by the Delivery Organisation to the Contractor specifying the Default and requiring its remedy; or
 - ii) the Default is not capable of remedy; or
- b) Force Majeure, as defined in Clause 22, exists for more than six months;
- c) Where any provision of this Agreement (other than as previously specified in the preceding provisions of this Clause 18) expressly entitles the Contractor to terminate this Agreement.

18.6 Where applicable, the Delivery Organisation shall be subject to the exercise of any powers conferred on the regulator by:

- a) sections 52 to 55 (failing NHS foundation trusts); or
- b) sections 56 and 57 (mergers),

of the National Health Service Act 2006 provided that in respect of the exercise of powers conferred on the regulator by sections 56 and 57 of that Act such exercise impacts adversely and materially on the performance of this Agreement and the Contractor exercises its right to terminate within six months of the date of any authorisation made in accordance with those sections.

18.7 Termination of this Agreement by the Contractor under Clauses 18.5 to 18.6 shall (at the option of the Contractor) terminate this Agreement with immediate effect as from the date of service of the notice of that termination or from the expiry of a period specified by the Contractor in that notice.

18.8 Where the Contractor terminates this Agreement pursuant to Clause 18.5 (except 18.5 (b)) or 18.6 and then makes other arrangements for the provision of the Work Programme, the Contractor may recover from the Delivery Organisation the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Contractor throughout the remainder of the Work Programme Period provided that the Contractor shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Contractor to the Delivery Organisation until the Contractor has established the final cost of making those other arrangements.

18.9 The costs of termination incurred by the Parties shall lie where they fall if the Contractor terminates this Agreement for Force Majeure pursuant to Clause 18.5 (b).

19. Consequences of Termination for Any Reason

19.1 Termination of this Agreement, however caused, shall not:

- a) release the Delivery Organisation from any duty or obligation of confidence which falls on it, its servants, agents, employees or former employees under this Agreement or under the general law governing confidential information;
- b) prejudice or affect any rights, action, remedies or obligations which shall have accrued before termination including the right of either Party to recover any amount outstanding at the time of such termination or expiry;

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- c) affect any continuing rights, remedies or obligations under any provision of this Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry.

20. Transition of Work

- 20.1 On the expiry or termination of this Agreement the Delivery Organisation shall co-operate in the transfer to any new Delivery Organisation under arrangements notified to the Delivery Organisation by the Contractor. Such co-operation may commence on the request of the Contractor by way of exit planning required from the Delivery Organisation by the Contractor before the expiry or termination of this Agreement.
- 20.2 At the discretion of the Contractor but subject to Clause 18.1 in respect of termination for convenience, the Delivery Organisation shall be reimbursed any reasonable cost incurred in respect of the transfer arrangements under Clause 20.1 provided that the Delivery Organisation shall take all reasonable steps to mitigate such cost. Before the Contractor agrees to pay any sum to the Delivery Organisation, the Delivery Organisation shall submit a fully itemised and costed list of such costs, with supporting evidence including such further evidence as the Contractor may require, reasonably and actually incurred by the Delivery Organisation as a result of the transfer arrangements.
- 20.3 Transfer of responsibility for facilities made available to the Delivery Organisation shall be the subject of a mutually agreed inventory between the interested parties at the time of transfer. The transfer shall be arranged between the Contractor and the Delivery Organisation so as to reduce to a minimum any interruption to the Work Programme.
- 20.4 On expiry or termination of this Agreement the Delivery Organisation shall make accessible all required files, records, documents, plans, etc., howsoever generated under this Agreement, to the Contractor or person or persons designated by the Contractor in an agreed format. The Delivery Organisation shall be responsible for ensuring that any required computerised filing, recording, documenting, and planning systems utilised under this Agreement are transferred free of any charges to the Contractor or person or persons designated by the Contractor to facilitate a smooth hand-over of work at expiration or termination of the Agreement. The Delivery Organisation shall also ensure any national systems are fully up to date before the end / step out of the Agreement.

21. Equipment

- 21.1 The Delivery Organisation shall take all practical steps to purchase all materials and equipment necessary for implementing the Work Programme at a fair and reasonable price. The Contractor may inspect the original quotations and invoices issued to the Delivery Organisation for equipment purchased in connection with the Work Programme and recover any funds provided for the purchase if the Delivery Organisation does not provide this documentation on request.
- 21.2 At the end of the Work Programme Period, all equipment purchased for use on the Work Programme with funds provided by the Contractor shall become the property of the Delivery Organisation.

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22. Force Majeure

- 22.1 In the event that any Party is delayed in the performance of its obligations under this Agreement by Force Majeure, the obligations of the Parties under this Agreement shall remain in suspense until the cause thereof has ceased. Force Majeure shall include, although not by way of limitation, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplied or transport facilities or any other cause beyond the control of the Parties which renders performance of the Agreement impossible ("**Force Majeure**").
- 22.2 Any failure or delay by the Delivery Organisation in performing its obligations under this Agreement which results from a failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Delivery Organisation.
- 22.3 Without prejudice to the termination right of the Contractor under Clause 18.5 (b), as soon as practicable after a Party notifies the other of Force Majeure and the Parties agree that Force Majeure has occurred, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Work Programme affected by the Force Majeure.
- 22.4 The Parties shall at all times following the occurrence of Force Majeure and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure. The Delivery Organisation shall take all steps in accordance with good industry practice to overcome or minimise the consequences of the Force Majeure Event.

23. Warranties and Representations

- 23.1 The Delivery Organisation warrants and represents that:
- a) it has full capacity and authority and all necessary licences, permits and consents to enter into and perform this Agreement;
 - b) this Agreement is executed by a duly authorised representative of the Delivery Organisation;
 - c) its execution, delivery and performance of its obligations under this Agreement does not and will not constitute a breach of any law or obligation applicable to it and does not and will not cause or result in a default under any other agreement by which it is bound;
 - d) there are no actions, suits or proceedings pending or, to the Delivery Organisation's knowledge, threatened against or affecting the Delivery Organisation before any court or administrative body or tribunal that might affect the ability of the Delivery Organisation to meet and carry out its obligations under this Agreement;
 - e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
 - f) the Work Programme will be carried out by appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

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g) it shall discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good industry practice and (without limiting the generality of the foregoing) in accordance with its own established internal procedures.

- 23.2 Each of the representations and warranties set out in Clause 23.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Agreement.
- 23.3 If at any time the Delivery Organisation becomes aware that a representation or warranty given by it under Clause 23.1 has been breached, is untrue or is misleading, it shall immediately notify the Contractor of the relevant occurrence in sufficient detail to enable the Contractor to make an accurate assessment of the situation.
- 23.4 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Contractor may have in respect of breach of that provision by the Delivery Organisation which constitutes a Default.

24. Indemnity

- 24.1 Subject to Clause 25.1 and 25.2, the Delivery Organisation shall indemnify the Authority and the Contractor fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of any death or personal injury, loss of or damage to property and any other loss or damage incurred by the Authority and the Contractor which is caused directly or indirectly by any act or omission of the Delivery Organisation under this Agreement. This Clause 24.1 shall not apply to the extent that the Delivery Organisation is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by the Delivery Organisation's negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its control.

25. Liability

- 25.1. The liability of any Party to the other arising out of or in connection with the performance or subject matter of this Agreement (including pursuant to Clause 24.1), will not extend to loss of business or profit, loss of turnover, income, revenue, goodwill, opportunity and loss of savings or anticipated savings or to any indirect or consequential damages or losses no matter how arising, whether by breach or by negligence and whether in contract, tort, breach of statutory or otherwise, even if the Party which suffers that loss or damage has advised the other Party of the possibility of those losses or damage and / or they were within contemplation of either or / both Parties.
- 25.2. Subject to Clause 25.3, the maximum liability for the Delivery Organisation aggregate to the Contractor acting as an agent for the Authority under or otherwise in connection with this Agreement or its subject matter shall not exceed the value of the monies payable or received under this Agreement.
- 25.3. Neither the Delivery Organisation or the Contractor excludes or limits its liability under or in connection with this Agreement:

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- a) for death or personal injury caused by its negligence or that of its employees, agents or sub-contractors (as applicable);
- b) for bribery or Fraud by it or its employees;
- c) for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d) to the extent that such liability cannot be excluded or limited by Law.

26. Health and Safety

- 26.1. The Delivery Organisation shall take all measures necessary to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to staff in the performance of the Work Programme.
- 26.2. The Delivery Organisation shall promptly notify the Contractor of any health and safety hazards which may arise in connection with the performance of the Work Programme.

27. Sub-contracting, Retention of Legal Obligations, Assignment and Novation

- 27.1. The Delivery Organisation shall ensure that, to the extent that they are relevant, and where reasonable to do so, the Clauses of this Agreement are incorporated into any sub-contract and that all reasonable steps are taken by it to ensure that its sub-contractors are aware of and adhere to the Clauses of this Agreement.
- 27.2. Notwithstanding the Delivery Organisation's right to sub-contract pursuant to this Clause 27, the Delivery Organisation shall remain responsible for the acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as though they were its own.
- 27.3. The Delivery Organisation shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement or any part of it without the prior written consent of the Contractor.

28. Severability

- 28.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed, and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.
- 28.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

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- 28.3. If the Parties are unable to resolve a dispute arising under Clause 28.2 within twenty Working Days, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 28.3.

29. Waiver

- 29.1. The failure of any Party to insist upon strict performance of any provision of this Agreement, or the failure of any Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 29.2. A waiver of any Default shall not constitute a waiver of any subsequent Default.
- 29.3. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of this Agreement.
- 29.4. Except as otherwise expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

30. Corrupt Gifts

- 30.1. The Delivery Organisation shall not do (and warrants that in entering the Agreement he has not done) any of the following (referred to in this clause as "prohibited acts"):
- a) offer, give or agree to give to any servant of the Contractor, the Authority or the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Contractor, the Authority or the Crown, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Contractor, the Authority or the Crown;
 - b) enter into this Agreement or any other contract with the Contractor, the Authority or the Crown in connection with which commission has been paid or has been agreed to be paid by him or on its behalf, or to its knowledge, unless before this Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to the Contractor.
- 30.2. If the Delivery Organisation, its employees, agents or any sub-contractor, or anyone acting on its or their behalf, does any of the prohibited acts or commits any offence as the case may be under the Bribery Act 2010 with or without the knowledge of the Delivery Organisation, in relation to this Agreement or any other contract with the Contractor, the Authority or the Crown, the Contractor shall be entitled:

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- a) to terminate this Agreement immediately by giving notice in writing and recover from the Delivery Organisation the amount of any loss resulting from the termination.
- b) to recover from the Delivery Organisation the amount or value of any such gift consideration or commission; and C to recover from the Delivery Organisation any other loss sustained in consequence of any breach of this Clause, whether or not this Agreement has been terminated.

30.3. In exercising its rights or remedies under this Clause, the Contractor shall:

- a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;
- b) give all due consideration, where appropriate, to action other than termination of this Agreement, including (without limitation to):
 - i) requiring the Delivery Organisation to procure the termination of a sub-contract where the prohibited act is that of a Delivery Organisation.
 - ii) requiring the Delivery Organisation to remove from association with the Work Programme an employee (whether the Delivery Organisation's own or that of a sub-contractor) where the prohibited act is that of such employee.

31. Dispute Resolution

- 31.1. Any dispute, difference or question between the Parties with respect to any matter arising out of or relating to this Agreement shall be resolved by negotiation.
- 31.2. Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the dispute and whilst dispute resolution is in progress.
- 31.3. If the matter cannot be resolved through negotiation within one month, the Parties shall, at the request of either of them, attempt in good faith to resolve the dispute through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 31.4. If the matter has not been resolved by an agreed ADR procedure within one month of the initiation of such procedure, the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement within fourteen days to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and such arbitration rules as the Parties may agree or, in default of agreement, in accordance with the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this Clause.
- 31.5. The decision of the Arbitrator shall be final and binding on the Parties.

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32. Notices

- 32.1. All notices to be given hereunder shall be in writing and may be served either by email (to the respective addresses of the Parties to be notified by each Party to the other in writing) or by registered post to the address of the relevant Party as set out in Section 5 (Key Staff), and shall be deemed to be effective on the business day on which they are received or if the date of actual receipt is not a business day then on the next business day following receipt.

33. Relationships

- 33.1. This Agreement does not make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party. In fulfilling obligations pursuant to this Agreement, the Delivery Organisation shall be acting as an independent contractor.

34. Freedom of Information Act 2000

- 34.1. Each Party acknowledges that the other Party is subject to the requirements of the FOIA, and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these information disclosure obligations.
- 34.2. Where a Party receives a request for information under FOIA or the Environmental Information Regulations ("**Request for Information**") in relation to information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):
- a) transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Working Days of receiving the Request for Information;
 - b) provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Working Days (or such other period as the Party may specify) of the other Party's requesting that Information; and
 - c) provide all necessary assistance as reasonably requested by the other Party to enable the other Party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 34.3. If either Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 34.2(a), it shall notify the other Party of that decision at least two Working Days before disclosure.
- 34.4. Each Party shall be responsible for determining at its absolute discretion whether any commercially sensitive information and/or any other Information:

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a) is exempt from disclosure under the Code of Practice on Government Information, FOIA or the Environmental Information Regulations;

b) is to be disclosed in response to a Request for Information.

34.5. Each Party acknowledges that the other Party may, acting in accordance with the former Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

a) without consulting with the other Party, or

b) following consultation with the other Party and having taken its views into account.

34.6. Each Party acknowledges that any lists or schedules provided by it outlining Confidential Information, are of indicative value only and that the other Party may nevertheless be obliged to disclose Confidential Information in accordance with Clause 34.5.

35. Transparency

35.1. The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations, the content of this Agreement is not Confidential Information. The Contractor shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

35.2. The Contractor may consult with the Delivery Organisation to inform its decision regarding any redactions, but the Contractor shall have the final decision in its absolute discretion.

35.3. The Delivery Organisation may, at its sole discretion, redact information from the Agreement prior to publishing for one or more of the following reasons:

a) national security;

b) personal data;

c) information protected by intellectual property law;

d) third party or collaborator confidential information;

e) IT security; or

f) prevention of fraud.

35.4. The Delivery Organisation shall assist and cooperate with the Contractor to enable the Contractor to publish this Agreement.

35.5. Notwithstanding any other term of this Agreement, the Delivery Organisation hereby gives consent for the Contractor to publish this Agreement in its entirety, including from time to time any agreed changes to this Agreement, to the general public.

36. Unlawful Discrimination

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- 36.1. The Delivery Organisation shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 or any other relevant legislation relating to discrimination in the employment of employees, for the avoidance of doubt this includes having due regard, where so required, for any additional equality duties imposed on public authorities (collectively, the "**Employment Legislation**").
- 36.2. The Delivery Organisation shall notify the Contractor immediately of any investigation of / or proceedings against any of the employees, agents and/or sub-contractors involved in the work programme under the Employment Legislation. The Delivery Organisation shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 36.3. The Delivery Organisation shall indemnify the Contractor against all costs, claims, charges, demands, liabilities, damages, losses and expenses (whether before or after the making of a demand pursuant to the indemnity hereunder) arising out of or in connection with any investigation conducted or any proceedings brought under the Employment Legislation due directly or indirectly to any act or omission by the Delivery Organisation, its agents, employees or sub-contractors.
- 36.4. The Delivery Organisation shall use reasonable endeavours to ensure that its employees or agents and/or sub-contractors shall, at all times, act in a way which is compatible with the European Convention rights with the meaning of section 1 of the Human Rights Act 1998.

37. Contracts (Rights of Third Parties) Act 1999

- 37.1. Subject to Clause 37.2, a person who is not a Party to this Agreement shall have no right to enforce any terms of it which confer a benefit on that person, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 37.2. The Contractor shall have the right:
- a) to exercise any right or remedy which is given to it under this Agreement; and
 - b) where a right or remedy under this Agreement is expressed as a right or remedy of the Delivery Organisation, to substitute the Delivery Organisation (after it has notified the Delivery Organisation in writing) in the exercise of that right or remedy on its own behalf and on behalf for the Delivery Organisation including:
 - i) the conduct of all claims and disputes;
 - ii) the right to enforce the terms, conditions, undertakings, warranties and other provisions of this Agreement; and/or

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- iii) the right to recover loss suffered by the Contractor or the Delivery Organisation as if such loss was suffered or incurred by the Contractor.

38. Law

- 38.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be considered as a contract made in England and be construed in accordance with the laws of England and Wales and subject to Clause 31 the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

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SECTION 3

WORK PROGRAMME (Customisable by Contractor)

1 Delivery Organisation Activities

1.1 The core activities of the RRDN Delivery Organisations (including the RRDN Host Organisation in its capacity as an organisation undertaking RDN research) in the delivery of research shall include:

- a) Identifying and recruiting people to participate in RDN portfolio studies;
- b) Managing the progress of participants through the research process;
- c) Carrying out investigations, assessments and tests attributed as NHS Support activities, and comparable activities in public health and social care;
- d) Contributing to relevant UK Clinical Research Delivery (UKCRD) Key Performance Indicators.
- e) Helping researchers and sponsors to identify research resource requirements by properly identifying and attributing Research Costs, NHS Support Costs, and NHS Treatment Costs (including Excess Treatment Costs) as defined in and in accordance with AcoRD;
- f) Liaising with relevant parties in enabling access to funding to meet Excess Treatment Costs;
- g) Ensuring all costs are recovered for commercial contract research and non-commercial research where research costs are payable to the Delivery Organisation.
- h) Supporting the negotiation of a single contract value for each multi-site commercial contract study using nationally agreed methodology;
- i) Working with researchers and NHS data guardians to facilitate research studies, including epidemiological and survey-based research;
- j) Liaising with research sponsors on sponsorship issues;
- k) Signposting investigators towards support in carrying out research that has been approved and funded;
- l) Signposting investigators towards support in developing high quality research proposals, e.g. the NIHR Research Support Service;
- m) Making decisions about whether to deliver a research project on the basis of capacity and capability, determined by efficient and proportionate processes that make use of existing assurances from others;
- n) Provision of all necessary Information Technology equipment and services, and access to information systems and the NIHR Hub (Google platform) as specified by the NIHR RDN Coordinating Centre for the RRDN funded staff;
- o) Provision of good quality, modern office space, facilities and equipment required for research administration for the RRDN funded staff;

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- p) The Delivery Organisation shall collect, collate and submit local performance management data for individual studies, in compliance with the document “Terms and Conditions for NIHR Research Delivery Network Support” and using information systems as required by the NIHR RDN Coordinating Centre, including the NIHR Hub, NIHR RDN Central Portfolio Management System and Local Portfolio Management System/s as agreed by the RRDN Leadership Team and/or RDN Board ;
- q) Facilitating the active involvement of users of health and social care services, and the public, in RDN activities;
- r) Active engagement with the RRDN Management Team, RRDN Services and Functions.
- s) Working collaboratively with the rest of the NIHR research infrastructure, and other relevant organisations;
- t) Promoting the NIHR brand and values and support national NIHR RDN initiatives and campaigns, at a local level and in relation to promoting the research agenda; and
- u) Developing the capacity and capability of RRDN funded staff.

1.2 RRDN Funding will be separate from, and additional to, any other NIHR funding received by the RRDN Host Organisation and RRDN Delivery Organisations.

2. RRDN Services and Functions

- 2.1 RRDN Services and Functions are the external services, internal functions and associated activities provided or commissioned by the RRDN Staff to achieve RDN’s mission, purpose and strategic plan.
- 2.2 The RRDN Services and Functions will include, but are not limited to, strategic development of research capacity and capability for delivering the NIHR RDN Portfolio, support to enable research delivery across the country and across all settings, and activities which enable the implementation of national policy.
- 2.3 The specifications and requirements for RRDN Services and Functions will be fully described in the RDN Performance and Operating Framework which will be made available to the RRDN Host Organisation and RRDN Management Team.

3. Performance and Outcomes

- 3.1 Success in the development and delivery of RRDN activities will be measured by delivery against a series of key objectives with defined outcomes. This includes relevant UK Clinical Research Delivery Key Performance Indicators (UKCRD KPIs) as key national indicators to contribute to.
- 3.2 These objectives and outcomes will be set out in the RDN Performance and Operating Framework which will be made available to the RRDN Management Team.

4. Operational Arrangements

- 4.1 Minimum requirements for RRDN operational arrangements will be set out in the RDN Performance and Operating Framework which will be made available to the RRDN Management Team.

5. Standards and Principles

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- 5.1 The Delivery Organisation shall ensure that, to the extent that they are relevant, and where reasonable to do so, contribute to and / or adhere to the Standards and Principles including, but not limited to, the following:
- a) Contribute to UK Clinical Research Delivery Key Performance Indicators (UKCRD KPIs)
 - b) RDN Performance and Operating Framework
 - c) RDN Performance and Operating Framework Support Pages
 - d) RDN Contract Support Pages, Standard Operating Procedures, and similar detailed operational guidance
 - e) RDN Governance Framework
 - f) Terms and Conditions for NIHR Research Delivery Network Support
 - g) Eligibility Criteria for NIHR Research Delivery Network Support
 - h) Attributing the costs of health and social care research and development (AcoRD)
 - i) NIHR branding guidance, including the RDN sub-brand guidance
 - j) RDN nomenclature
 - k) UK Policy Framework for Health and Social Care Research
 - l) 'The Concordat to support Research Integrity'.
 - m) Key Principles for sub-contracting at scale
- 5.2 Links to these [Standards are available in this document.](#)

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SECTION 4

FINANCIAL ARRANGEMENTS

1. RDN Funding

PAYMENT SCHEDULE

It is intended that the Contractor will pay the Delivery Organisation as in the payment schedule. To allow for in year increases in funding allocated, the Contractor may allocate a 10% flexibility allowance. For the avoidance of doubt, the 10% flexibility amount is not guaranteed and is subject to agreement in writing (email sufficient) by the Contractor. The Contractor shall pay undisputed invoices within thirty days of receipt of an invoice from the Delivery Organisation.

Payment Schedule (customisable by contractor)

Date	Amount (£)
Base Allocation	
1. 15 April 2026	
2. 15 May 2026	
3. 15 June 2026	
4. 15 July 2026	
5. 15 August 2026	
6. 15 September 2026	
7. 15 October 2026	
8. 15 November 2026	
9. 15 December 2026	
10. 15 January 2027	
11. 15 February 2027	
12. 15 March 2027	
Flexibility Allocation (if applicable)	
13. 10% flexibility applied	

2. ETC Funding

2.1. The Contractor will advise the Delivery Organisation in writing on a quarterly basis of the amount of funding it will receive in respect of ETC Funding relating to reimbursement for retrospective activities undertaken.

3. Financial Reporting and Accounting

3.1 Quarterly reporting as directed by the NIHR RDN, in addition the Delivery Organisation shall submit a Final Statement of Expenditure to the Contractor, accounting for all costs properly incurred under the Agreement.

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SECTION 5

KEY STAFF

The Contractor's Representative:

[INSERT NAME, EMAIL & ADDRESS]

The Delivery Organisation's Representative:

[INSERT NAME, EMAIL & ADDRESS]

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Schedule 1

Definitions

1.1 As used in this Agreement the following terms and expressions shall have the meaning ascribed to them below:

"AcoRD"	means the Authority guidance "Attributing the costs of health and social care Research and Development;"
"Activities"	means the work undertaken by the Contractor and Delivery Organisation as set out in the Work Programme;"
"Agreement"	means this Agreement concluded between the Parties, including all the Sections read as one document;
"Authority"	means the Department of Health and Social Care whose principal office is at 39 Victoria Street, Westminster, London SW1H 0EU;
"Care Services"	means in England, NHS and adult Social Care; in Wales, NHS and Social Care; in Scotland, NHS; and in Northern Ireland, Health and Social Care;
"Chief Investigator"	means the overall lead researcher for a research project. In addition to their responsibilities if they are members of a research team, Chief Investigators are responsible for the overall conduct of a research project;
"Commencement Date"	means 1 April 2026;
"Completion Date"	means 31 March 2027
"Confidential Information"	means information of any form, however conveyed and irrespective of the media on which it is stored, that is: a) information which has been designated as confidential by either Party; or b) information that reasonably ought to be considered as confidential including information which relates to the business, affairs, properties, assets, trading practices, goods/services, developments, trade secrets, Intellectual Property, know-how, personnel, customers and suppliers and commercial sensitive information of either Party; or c) Personal Data and sensitive personal data within the meaning of the Data Protection Legislation;
"Contractor"	means the organisation listed as such in the preamble to this Agreement;
"Contractor's Representative"	means a person authorised to represent the Contractor in respect of this Agreement;

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“Controller”	has the meaning given to it in the UK GDPR;
"Copyright"	has the meaning assigned to it in section 1 of the Copyright, Designs and Patent Act 1988;
“Crown”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data"	means information collected and/or used for the purposes of the Work Programme set out in this Agreement which can be processed manually, electronically or by other means;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means; <ul style="list-style-type: none"> i. the UK GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; ii. the DPA to the extent that it relates to processing of Personal Data and privacy; iii. all applicable Laws about the processing of Personal Data and privacy;
“Data Protection Officer”	has the meaning given to it in the UK GDPR;
“Data Subject”	has the meaning given to it in the UK GDPR;
"Default"	means any material breach by a Party to this Agreement of its obligations under this Agreement (including a fundamental breach or breach of a fundamental term) including any material omission, material negligence or fraudulent misrepresentation of a Party to this Agreement or its employees, agents or Delivery Organisations in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to another;
“Delivery organisation”	means the organisation referred to as such in the preamble to this Agreement. A Delivery Organisation is an organisation conducting NIHR RDN Portfolio research

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	and/or in receipt of RDN Funding to support NIHR RDN Portfolio research or other eligible activities as specified in the Work Programme and/or in receipt of ETC payments made by the RRDN Host Organisation. These include, but are not limited to, organisations across Primary Care, Hospital, Community and Residential care settings for example NHS trusts, GP Practices, Community Pharmacy, Hospices, Care homes, Prisons, Schools and Local Authorities. Some Delivery organisations may include a number of research sites (e.g. a large hospital Trust or chain of care homes); others may be a single site (e.g. an independent care home).
“DHSC”	means the government Department of Health and Social Care;
“Disclosing Party”	means a Party which discloses or makes available directly or indirectly its Confidential Information;
“DPA”	means the Data Protection Act 2018;
“Environmental Information Regulations”	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
“Excess Treatment Cost” (or “ETC”)	has the meaning ascribed to it in the Department of Health and Social Care’s guidance on “Attributing the Costs of Health and Social Care Research and Development (AcoRD)”. This guidance is subject to amendment from time to time;
“Excess Treatment Cost Funding” (or “ETC Funding”)	means the funding received by the RRDN Host from the Authority in order to make ETC Payments to Delivery organisations. ETC Payments are reimbursements for retrospective activities already completed;
“Excess Treatment Cost Payment” (or “ETC Payment”)	means a payment from ETC Funding made by the RRDN Host to a Delivery organisation;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
“Force Majeure Event”	has the meaning given to in Clause 22;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;

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"Intellectual Property"	means patents, trademarks, service marks, copyrights, topography rights, design rights and database rights, (whether or not any of them are registered or capable of being registered and including applications for registration of any of them), trade secrets and rights of confidence, trade or business names and all rights or forms of protection of a similar nature which have an equivalent effect to any of them which may exist anywhere in the world;
"Joint Controller"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	means the persons named in Section 5;
"Local Authority"	has the meaning ascribed to it in the Local Government Act 2000;
"Material"	means any report, executive summary, paper, abstract or other document provided by the Delivery Organisation under Clause 16;
"NHS"	means the National Health Service in England;
"NIHR"	means the National Institute for Health and Care Research;
"NIHR Hub"	means the National Institute of Health Care Research Hub, a google cloud platform for collaborating and sharing information.
"NIHR RDN Board" (or "RDN Board")	means the board which shall provide the joint leadership function for the RDN and shall include the RRDN Directors, the RDNCC Directors and representatives from the Authority;
"NIHR RDN Coordinating Centre (or "RDN Coordinating Centre" or "RDNCC")	means the NIHR Research Delivery Network Coordinating Centre and its sub-centres or any of its successors that provide the national leadership and overall management of the NIHR Research Delivery Network;
"NIHR RDN Funding" (or "RDN Funding")	means the amount to be paid by the Authority to the Contractor as detailed in Section 4 (Financial Arrangements) to undertake the Work Programme;
"NIHR RDN Portfolio" (or "RDN Portfolio")	means the cohort of research studies that meet the eligibility criteria for RDN support;
"NIHR RDN Research Delivery Activities"	means Research delivery activities refers to activities undertaken to support recruitment of participants into NIHR RDN portfolio studies as well as time for staff training, building capacity and capability for research, research engagement and promotional activities or other project work as agreed by the RRDN.

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“NIHR RDN Specialty” (or “RDN Specialty”)	means a defined health or care topic;
“NIHR Research Delivery Network” (or “NIHR RDN” or “RDN”)	means the single organisation consisting of twelve Regional Research Delivery Networks (RRDNs) and the Research Delivery Network Coordinating Centre (RDNCC), working with the Department of Health and Social Care (DHSC);
“NIHR RRDN” (or “RRDN”)	means the NIHR Regional Research Delivery Network which comprises the RRDN Staff and the services and activities they perform or commission and forms part of the NIHR Research Delivery Network;
“NIHR RRDN Host Organisation” (or “RRDN Host Organisation” or “RRDN Host” or “Host Organisation”)	means the Contractor acting in its capacity as Host Organisation of the RRDN;
“NIHR RRDN Management Team” (or “RRDN Management Team”)	means the RRDN Director and other leadership and management resources required to deliver RRDN leadership and management activities, as set out in Section 3 (Work Programme);
“NIHR RRDN Staff” (or “RRDN Staff”)	means the RRDN Management Team, the RRDN Agile Research Delivery Team, and the RRDN Regional Research Specialty and Setting Leads;
“Outputs”	means any data or information generated by the Work Programme;
“Party”	means the Contractor or the Delivery Organisation and "Parties" shall mean both of them;
“Performance and Operating Framework”	means the description of RDN performance measures and targets, and the description of RDN services, functions and operating standards;
“Personal Data”	has the meaning given to it in the UK GDPR;
“Personal Data Breach”	has the meaning given to it in the UK GDPR;
“Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Authority or the Contractor and/or any Sub-Processor engaged in the performance of obligations under the Agreement;
“Processing”	has the meaning given to it in the Data Protection Legislation, but, for the purposes of this Contract, it shall include both manual and automatic processing and “Process” and “Processed” shall be interpreted accordingly;
“Processor”	has the meaning given to it in the UK GDPR;

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<p>“Protective Measures”</p>	<p>means appropriate technical and organisational measures which may include; pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;</p>
<p>“Quarter”</p>	<p>means 1 April to 30 June, 1 July to 30 September, 1 October to 31 December, and 1 January to 31 March each year;</p>
<p>“RDN Funding Model”</p>	<p>means the new national funding model for the NIHR Research Delivery Network (RDN) in place from April 2026. This model replaces the current regional funding distribution approaches used by RRDNs previously. The new model https://rdn.nihr.ac.uk/about-us/nihr-rdn-funding-model allocates funding across 3 main areas.</p> <p>1) Research delivery within NHS trusts and wider care settings. A budget for all NHS trusts will be nationally calculated, taking a number of different components into account. The budgets will have defined caps and collars (protection for maximum increases and decreases to budgets) to protect stability and promote growth. A dedicated budget for wider care settings will be managed at a regional level, with tailored support and a national framework to ensure consistency in funding received for the same activity.</p> <p>2) RRDN Staff The RRDN team funding provides a consistent RRDN team structure in each of the regions, with support for delivery organisations from a number of services including the Agile Research Delivery.</p> <p>3) Strategic funding Short and long-term investments to grow capacity and capability. It will be distributed regionally (with a national framework for consistency) and there will be an additional national budget for cross-regional investments.</p>
<p>"Research"</p>	<p>means any study or investigation designed to uncover new information within the scope of work specified in Section 3 (Work Programme);</p>
<p>“Research Sponsor” (or “Sponsor”)</p>	<p>means the individual, company, institution, organisation or group of organisations that takes on responsibility for initiation, management and financing (or arranging the financing) of the research;</p>

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"Standards"	means the Standards and / or Principles detailed in Section 3 (Work Programme);
"Delivery Organisation's Representative"	means a person authorised to represent the Delivery Organisation in respect of this Agreement;
"Sub-Processor"	means any third party appointed by the Processor to process Personal Data on behalf of the Processor related to this Agreement;
"Variation"	means a variation to this Agreement executed through the completion of a "Variation to Contract Form" signed on behalf of the Parties in accordance with Clause 8;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales;
"Work Programme"	means the Research Delivery Activities specified in Section 3;
"Work Programme Period"	means the period commencing on the Commencement Date and ending on the Completion Date or such later date as may be agreed between the Parties

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Schedule 2

Variation to Contract Form

Regional Research Delivery Network Name:

RRDN Host Organisation Name:

Agreement between [insert RRDN Host Organisation name] (“the Contractor”) and [insert Delivery organisation’s name] (“the Delivery Organisation”) dated [insert date of the Agreement] (“the Agreement”)

Variation No: _____

Date: _____

1. The Agreement is varied as follows:
2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Contractor	For: The Delivery Organisation
By:	By:
Full Name:	Full Name:
Position:	Position:
Date:	Date:

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Schedule 3

Processing, Personal Data and Data Subjects

This Schedule supports clause 11 of Section 2 Terms and Conditions of the Agreement.

This Schedule shall be completed jointly by the Controllers, however the final decision as to the content of this Schedule shall be with the Authority and or the Contractor at its absolute discretion.

1. The contact details of the Authority's Data Protection Officer are:

odpo@dhsc.gov.uk

Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU.

2. The contact details of the Contractor's Data Protection Officer are:

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3. The contact details of the Delivery Organisation's Data Protection Officer are:

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4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority, the Contractor and the Delivery Organisation are joint Data Controllers in accordance with Clause 11.1 of the RRDN Host/Sub-contract Agreement dated 01 October 2024.

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	<p>This is in respect of all personal data that is processed under the Contract between the Authority and the RRDN Host organisation, and between the RRDN Host organisation and the Delivery Organisation, that is required to be processed to ensure the effective delivery of the agreed Work Programme as set out in Section 3 Work Programme and the RDN Performance and Operating Framework of the Agreement.</p>
<p>Duration of the processing</p>	<p>The duration of the processing is for the period from the Agreement's Commencement Date until the Completion Date.</p> <p>Dates will vary according to the specific contract being delivered or work order(s) in place.</p>
<p>Nature and purposes of the processing</p>	<p>The Personal Data shall be processed as necessary for the Contractor and Delivery Organisation to ensure the effective delivery of the agreed Work Programme as set out in the Agreement. Key purposes of the processing of Personal Data include:</p> <ul style="list-style-type: none"> • receiving, reviewing and administering clinical studies delivered for RDN research within the RRDN Host and Delivery organisations. Where appropriate this includes sharing information with agreed third parties such as research charities, government health and social care services, NHS Trusts, Health Research Authority where a DHSC agreement exists for processing data, schools and other academic institutions, social enterprises, hospices dentists, pharmacies; • reviewing and sharing of data for management and performance review and reporting purposes in respect of work delivered for the RDN; • review of RDN and other survey data (all types) with RRDNs, Delivery organisations and customers for management and performance reporting purposes; • general management and governance of the Delivery organisation and its relationship with the RRDN Host and other organisations for activities relating to the strategic and operational plans of the RRDN Host, RDNCC and wider RDN; • collection, storage, review and use for a variety of business delivery/development/planning and marketing purposes e.g. mailing lists, contact lists, stakeholder lists, group membership lists, event attendee lists, invite lists; • collection, review and use of data for business development, joint business development and research promotion including dissemination of research opportunities to the Delivery Organisation and other organisations and stakeholders, and for other media and marketing activities in support of RDN business; • collection and review of data for analysis of equity of access to research;

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	<ul style="list-style-type: none"> • gathering local intelligence via local data and systems; • review and use of data for publication purposes; • supporting communications, and other media and marketing activities, contributing appropriate data in support and promotion of RDN business to promote the Delivery Organisation, wider Delivery organisations, Host RRDN and other NIHR research initiatives; • collection, storage and sharing of promotional material including photographic images, quotes, stories, transcripts of interviews with staff, patients, commercial organisations, wider stakeholders including associated consents for its use for a variety of purposes e.g. to promote aims and objectives of research, RDN, wider NIHR research initiatives; • review of key information for strategic and forward planning purposes; • supporting collaborative working across the RRDN and its Delivery organisations and wider communities; • supporting patient and public involvement and engagement. <p>The nature of the processing that takes place within the Delivery organisations will facilitate the delivery of its contractual obligations under this Agreement.</p>
Type of Personal Data	<p>The following categories of Personal Data are processed:</p> <ol style="list-style-type: none"> a. Name b. Gender c. Date of Birth d. Home address e. Special category data re medical conditions f. Contact details, including telephone and email address g. Staffing structure and organograms h. Photographic images - patients, customers, stakeholders, staff and associated consents i. Patient and researcher stories, quotes, interviews and associated consents j. Expense claims for stakeholders, patients, patient ambassadors, advocates and anyone else engaged in RDN related business in a non-employed (but sometimes paid) capacity k. Event contact lists and invites including dietary requirements and special needs requirements l. External email contact addresses e.g. stakeholders, Delivery organisations, Regional Specialty and Settings Leads m. Applications - various n. Survey results - various o. Meeting notes and minutes citing attendance, key comments, actions for individuals, groups p. Google forms and documents q. Membership lists

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	<ul style="list-style-type: none"> r. Feedback forms - various s. Opt-out lists t. Virtual forum discussion records u. Download and analysis reports - various v. Other personal data provided by others over whom the Delivery Organisation has no authority or control w. Staff details for those involved in delivering RDN research but employed by external organisations e.g. investigators, research sponsor, funder staff, CTU staff, Local RDN Specialty and Settings Leads, staff in RRDN Delivery organisations (e.g. R&D department staff). <p>In addition, the Delivery Organisation processes the following types of special categories of personal data for and on behalf of the Authority and or the Contractor:</p> <ul style="list-style-type: none"> a. Health data that may be included in research study information for participants in RDN research b. Racial or ethnicity data that may be included in research study information for participants in RDN research c. Health data that may be provided for specific requirements e.g. dietary information for attendance at an event, accessibility requirements re: any disability d. Other elements of special category data provided by others over whom the Delivery Organisation has no authority or control.
<p>Categories of Data Subject</p>	<p>As Processor, the Delivery Organisation processes Personal Data relating to the following categories of Data Subject:</p> <ul style="list-style-type: none"> A. RDN Specialty and Settings Leads B. Key stakeholders (various including internal and external) C. Patient and public involvement representatives D. Carer representatives E. Members of the public (e.g. general enquiries) F. Staff of external organisations involved in delivering RDN research such as Principal/Chief Investigators, research sponsor or funder staff, CTU staff, local RDN Specialty and Settings Leads, staff in RRDN Delivery organisations (e.g. R&D department staff) G. Users of RDNCC managed systems and other systems set up to aid the delivery of RDN business H. System support employees - external who support systems to deliver RDN business I. Website (internal and external) users J. Key contacts for charity organisations (name, email, phone number) K. Key contacts for Devolved Administrations (name, email, phone number)

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	<p>L. Board membership M. Committee membership N. Working Group membership O. Project Group membership P. Google Group membership Q. Forum membership R. Ad-hoc Group membership S. Google Site membership T. HEI employees, schools, academies contacts U. Subscribers (various) V. Key contacts for other third parties not listed above W. Key contacts for commercial organisations X. Key contacts for non-commercial organisations Y. NHS key contact details Z. DHSC key contacts details AA. RDNCC key contacts details BB. Local Authority contacts e.g. social care services, public health services etc. CC. Contacts at social enterprises (commercial and non-commercial) DD. Research participants involved in RDN research EE. Volunteers, carers, patient ambassadors, advocates etc, and anyone else engaged in RDN related business in a non-employed (but sometimes paid) capacity; FF. Staff of external organisations involved in delivering RDN research such as investigators, research sponsor or funder staff, CTU staff, local RDN Specialty leads, staff in RRDN Partners (e.g. R&D department staff) GG. Individuals members of Committees, Working Groups, Forums etc that work in pursuance of RDN business HH. Individuals on other membership lists, distribution lists, contact lists, including industry contacts who deliver RDN work for the Partner.</p> <p>The above lists are not exhaustive.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>On expiry or termination of this Agreement, and in accordance with Clause 20.4, the Delivery Organisation shall make accessible all files, records, documents, plans, drawings etc., howsoever generated under this Agreement, to the Authority and / or the Contractor or person or persons designated by the Authority and / or the Contractor, in an agreed format. The Delivery Organisation shall be responsible for ensuring that any computerised filing, recording, documenting, planning and drawing software systems utilised under this Agreement are transferred free of any charges to the Authority and / or Contractor or person or persons designated by the Authority and / or Contractor to facilitate a smooth hand-over of work at the expiration or termination of the Agreement.</p>

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	<p>As per Clause 11.18 of the RRDN Host/Delivery organisation contract , the parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.</p>
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