









MEMORANDUM OF UNDERSTANDING (MoU)

Between:

- 1. Health Technology Wales (HTW)
- 2. Scottish Health Technology Group (SHTG)
- 3. Health Technology Assessment Group (HTAG) Ireland
- 4. Health Information Quality Authority (HIQA) Ireland each being a 'Party' and together being the 'Parties'.

1. Background

Health Technology Wales (HTW), the Scottish Health Technologies Group (SHTG) and Irish Health Technology Assessment Group (HTAG) and Health Information Quality Authority (HIQA) are national bodies undertaking health technology assessment (HTA) and providing advice on the adoption of non-medicine technologies within their respective care systems.* More details on the complementary role and remit of the Welsh, Scottish and Irish groups are outlined in Appendix 1.

1.1. Rationale for Memorandum of Understanding (MoU)

There is considerable spend on non-medicine technologies across all care systems. For example, the annual UK spend on non-medicine technologies is estimated to be £11 billion for medical devices alone. Despite this, the four national HTA groups have modest budgets and a relatively small number of permanent staff allocated to inform their care system's adoption and use of non-medicine technologies. However, there is increasing focus world-wide on assessment of non-medicine technologies and development of methodologies to facilitate this. This, alongside a drive for better use of limited resources, suggests that collaborations would appear timely.

It is expected that a Memorandum of Understanding (MoU), fostering closer linkages, between the four national groups would be mutually beneficial and add value by realising potential economies of scale and scope in non-medicine HTA efforts, making better use of the scarce resources deployed for this purpose. Specific expected benefits from a MoU are outlined in section 3 below.

Note: HIQA also assesses medicine technologies

2. Objectives of the MoU

The objectives of the MoU between the four national technology assessment groups are to:

- Formalise collaboration and partnership working and improved shared understanding of work programmes and processes.
- Explore opportunities to collaborate on and/or co-produce evidence reviews on non-medicine health technologies of mutual interest.
- Realise economies of scale and scope in non-medicine HTA efforts, increasing both the volume and range of technology topics for which advice is developed in each country.
- Promote knowledge exchange to inform developments in respective national care systems.
- Enhance professional and personal development opportunities for the scientific and secretariat staff.

3. Organisational benefits of the MoU

Potential organisational benefits associated with adopting this approach, related to each of the key objectives outlined above, include:

- Formalise collaboration and partnership working and improved shared understanding of work programmes and processes.
 - o Enhancing access to national centres of excellence in non-medicine health technology assessment.
 - o Sharing current and prospective work programmes, identifying options for collaboration.
- Explore opportunities to collaborate on and/or co-produce evidence reviews and advice on non-medicine health technologies of mutual interest.
 - o Reducing duplication of effort through early identification of topics of mutual interest and options to share findings or collaborate on projects.
 - Enhancing access to a broader range of key stakeholders e.g. broader networks of policy makers, service planners and clinicians, helping to understand use of technologies in different contexts and settings.
- Realise economies of scale and scope in non-medicine HTA efforts, increasing both the volume and range of technology topics for which advice is developed.
 - o Optimising use of scarce HTA resources across the three countries.
 - o Through collaboration, reducing resources required to progress shared assessments and prevent duplication of reviews.
 - o Increasing evidence review and advice volume through sharing and/or adapting each other's work.
- Promote knowledge exchange to inform developments in respective national care systems.
 - Assuring and enhancing the quality of evidence review and advice outputs through development of 'critical friend' peer review and quality assurance processes.
 - o Enhancing access to methodological advice drawing on respective strengths of the national unit's e.g. rapid synthesis methods, narrative synthesis, health economics, medical statistics and patient and public involvement.
 - o Exchanging knowledge and experience on research challenges, developments and approaches to improving the quality of healthcare.
 - o Producing joint publications and other modes of dissemination increasing the profile of each country's work.

- Enhance the professional and personal development opportunities for the scientific and secretariat staff.
 - Advancing the skills of both individual and groups of staff through access to a critical mass of HTA experts and methodologists.
 - o Collaborating to increase the frequency and reduce the cost of staff training and development.
 - Building and broadening capacity through access to a wider professional peer group, academic contacts and professional knowledge and experience.
 - Exposing the scientific staff to a broader range of topics developing their subject, methodological and applied experience.
 - o Providing a forum for discussion and peer support.
 - Enhancing opportunities for shared learning through both national (HTW, SHTG, HTAG, HIQA) and international collaborations (HTAi, INAHTA, EUnetHTA).
 - o Improving recruitment and retention by offering varied experience and opportunities to regularly network with a broad range of field experts and positioning staff well to develop their careers in HTA.
- Explore opportunities to collaborate on and/or co-produce evidence reviews on non-medicine health technologies of mutual interest.

4. Responsibilities under the MoU

Note, where the Parties collaborate on the production of evidence appraisals, each Party should have 'dedicated reviewer' status for its area of responsibility throughout the collaborative evidence review process, quality assuring the methodological rigour of the work as it progresses. Where one Party adapts a completed evidence review from another Party, the responsibility to quality assure the rigour of the source evidence review remains with each Party. The responsibility for the drafting and content of advice based on any collaborative or adapted evidence reviews remains solely with each Party alongside any resultant liability.

5. MoU Executive Group Membership and Escalation

Engagement should take place at a strategic level, with opportunities identified, specific staff linkages facilitated and proposals discussed, and then directed onwards to other staff as appropriate.

It is proposed that an Executive Group, composed of the members below, will oversee the MoU and meet bi-annually (Chaired in rotation) to evaluate its progress and utility. Strategic and operational decision making regarding the MoU should be based on unanimous decision making within the Executive Group.

Director HTW, Unit Head SHTG, Director HTAG, Director HIQA and the Chairs of HTW, SHTG, HTAG and CEO of HIQA.

Escalation

If a Party has any issues, concerns or complaints about a Project, or any matter in this MoU, that Party shall notify the other Party/Parties in writing and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Executive Group, which shall decide on the appropriate course of action to take.

6. Operation of the MoU

The MoU may be facilitated in a number of ways, examples include:

- Reciprocal observer membership (with a nominated deputy) of each country's evidence assessment (HTW Assessment Group, SHTG Evidence Review Committee, HTAEG Assessment Expert Group and HIQA HTA team) and national advice committees.
- Routine sharing of horizon scanning activity outputs, topics referred under open calls and forward work programmes.
- Access to each group's relevant standard operating procedures.
- Co-production of evidence assessments e.g. with each country leading on specific areas (clinical effectiveness, safety, cost effectiveness, patient and social aspects).
- Adaptation of assessments produced by other countries using an agreed methodology e.g. using the EUnetHTA adaptation framework.
- Joint dissemination efforts e.g. publications, conference presentations.
- Co-location opportunities where members of staff can 'shadow' work areas in which they are interested or wish to develop skills in e.g. internships or short-term placements.
- Secondment opportunities where members of staff spend a longer period in another unit.
- Pre-arranged access to methodological or subject area experts.
- Advance notification and reciprocal access to relevant seminars, lectures and training courses.
- Invitations to join short life working groups or committees developing new work areas.
- An informal annual event, hosted in rotation, that would showcase each country's work and provide
 opportunities to discuss methodological developments and emergent 'hot topics' in the field.

Note while the Parties may collaborate to co-produce and/or adapt evidence assessments, responsibility for assuring their quality for their own area of responsibility remains with each individual Party. Further, the responsibility for formation of national advice based on either co-produced or adapted evidence appraisals rests solely with each individual Party.

In general, it is expected that this MoU will be resource neutral or minimal, facilitated mainly by transfers in kind of staff and expertise.

Future extensions of the strategic alliance could include:

- Provision of specific research support, subject to available capacity and appropriate lead times.
- Development of bespoke training for staff groups on specific topics.
- Funded studentships or placements in units.

In these circumstances, standard tendering and procurement procedures would be followed to ensure appropriate remuneration where necessary.

7. Reporting and Accountability

7.1. Line management

In the event that staff spend a period of time in another organisation e.g. in a shadowing role, line management will remain the responsibility of the employing organisation. It would be expected however that each organisation identifies a host member to whom any issues can be addressed and that the respective staff members would be able to attend relevant meetings relating to their work.

7.2. Project management

For collaborative projects a project lead will be identified from one or other of the collaborating organisations. The visiting staff member will be accountable to the project lead for completion of identified tasks. Project leads will be required to liaise with the appropriate line managers to ensure workloads are appropriate and staff members have the training and resources required to complete tasks and areas of activity. Project leads will therefore be expected to establish an appropriate schedule of communication with line managers at the outset of the project.

Joint meeting(s) of staff member(s), line managers and project leads will be scheduled regularly (frequency dependent on the length of the attachment) to assess individual and project progress, working arrangements and other relevant issues.

8. Evaluation of the MoU

The overall objectives of the MoU will be evaluated considering the following indicators of success:

- Increased and regular communications between the MoU Parties.
- A shared understanding of respective work programme and processes can be demonstrated by adoption of new working methods and/or discussion at relevant meetings.
- Collaboration and/or co-production of evidence reviews relevant to all are initiated and conducted.
- Enhanced professional and personal development opportunities for staff.
- Evidence of knowledge exchange, improved HTA processes and learning to inform developments in care services.

9. Confidentiality & Data Protection

The Parties agree not to disclose any confidential information (e.g. commercial in confidence or academic in confidence data) which they may receive in the course of this MoU to any third party. The Parties shall treat all confidential information as confidential and shall not make use of such confidential information except in relation to performance of their obligations under this MoU.

No personal data (as defined in the General Data Protection Regulation) may be shared between the Parties. All personal data will be anonymised prior to being shared with another Party.

Before transferring any information, each Party will satisfy itself that such a transfer is not in breach of its own legislative provisions or obligations regarding confidentiality/secrecy or in breach of any other relevant statutory provisions such as relevant Data legislation and the General Data Protection Protocol 2018.

10. Collaborative agreements

When appropriate, the Parties shall enter into legally binding collaborative agreements, or such other agreements as necessary for each proposed collaborative project on terms to be negotiated.

11. Financial arrangements

Each Party will be solely responsible for the administration and expenditure of its own resources associated with activities conducted under this MoU.

12. Variation

Any provision of this MoU may be amended at any time by the mutual consent in writing of the Parties via the respective signatories.

13. Status

This MoU reflects the intentions of the Parties and is not intended to be legally binding, and no legal obligations or legal rights, either in domestic or international law, shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise the Parties to make or enter into any commitments for or on behalf of another Party.

14. Term, termination and jurisdiction

This MoU shall come into effect at last date of signing hereof and shall remain in force with a review every two years unless terminated earlier by any Party, at any time, giving 30 days written notice to the other Parties. Should any Party wish to terminate their participation in the MoU it will still remain in force for the remaining Parties.

The termination of this MoU will not affect the confidentiality undertakings expressed by the Parties or any commitments given under, or as a consequence of, this MoU in respect of any arrangements or action taken during the period before the termination takes effect.

This strategic alliance is governed by and shall be construed in accordance with the law of England and Wales and the Parties hereby irrevocably subject to the exclusive jurisdiction of the English and Welsh courts.

This MoU may be signed in counterpart.

Signatories

Signature	Susammpes	Rundows
Name	Dr Susan Myles	Dr Peter Groves
Designation	Director Health Technology Wales	Chair, HTW
Date	2 nd January 2019	8TH JANHARY 2019
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Signature	292	Miles
Name	Mr Edward Clifton	Dr Iain Robertson
Designation	Unit Head, SHTG	Chair, SHTG
Date	15 January 2019	15hi January 2019
Signature Name	N/A	Dr Anne Dee
Designation		Chair, Health Technology Assessment Expert Group (HTAEG)
Date		<u> 1 (= = = = = = = = = = = = = = = = = = </u>
Signature	M. = Ky	flo.
Name	Dr Mairin Ryan	Phelim Quinn
Designation	Director, HTA	CEO, HIQA
Date	21 February 2019	21 758NUALY 26/9.

Appendix 1: HTW, SHTG, HTAG & HIQA Remits

Health Technology Wales (HTW)

Health Technology Wales (HTW) was established by Ministerial recommendation^{1,2} to support a strategic, national approach to the identification, appraisal and adoption of non-medicine health technologies into health and care settings. The HTW Appraisal Panel comprises senior representation from all Welsh boards with delegated authority to produce medical technologies Guidance that provide advice 'from NHS Wales, for NHS Wales'. The status of HTW guidance is 'adopt or justify'. There is an expectation from Welsh Government that HTW guidance is implemented with adoption regularly audited by HTW.³

- 1. National Assembly for Wales, Health and Social Care Committee. Access to medical technologies in Wales. December 2014.
- 2. Response to Recommendations from the Health & Social Care Committee: Inquiry into Access to Medical Technologies in Wales. February 2015.
- 3. Gethin, V. Letter to all Health Board Chairs re Funding for Sacral Nerve Stimulation in Wales. VG_01655_17. September 2017.

The role and remit of HTW is summarised in the document embedded below.



Health Technology Wales leaflet A4.pdf

Further detail on the work of HTW can be found on its website: www.healthtechnology.wales

Scottish Health Technologies Group (SHTG)

The Scottish Health Technologies Group (SHTG) is an advisory group set up to provide assistance to NHS Scotland boards when considering selected health technologies, excluding medicines which will be reviewed by the Scottish Medicines Consortium (SMC).

The remit of the SHTG is to provide advice on the evidence surrounding the clinical and cost effectiveness of existing and new technologies likely to have significant implications for patient care in Scotland. This advice should support the planning and decision making processes in NHS boards. This includes a horizon scanning function to provide early intelligence on health technologies in development.

Further information on SHTG can be found on its website:

http://www.healthcareimprovementscotland.org/our work/technologies and medicines/shtg.aspx

Health Technology Assessment Group (HTAG)

The Health Technology Assessment Group (HTAG) is a medical technology evaluation group created within the Health Service Executive (HSE) to provide assistance to stakeholders when considering various health technologies and innovation in the medical devices field. The primary remit of the unit is to review the clinical and cost effectiveness of innovative medical devices which is intended to inform and support clinical and business decisions relating to the procurement of new medical devices within the HSE.

Further information on HTAG can be found on its website: www.hse.ie/htag

Health Information Quality Authority (HIQA)

The Health Information and Quality Authority (HIQA) has a statutory remit to evaluate the clinical and cost-effectiveness of health technologies, providing advice to the Minister for Health and to the Health Service Executive (HSE). HIQA undertakes HTAs to inform national-level policy decisions and national health service decisions. HIQA assesses the clinical and cost-effectiveness of health policies, medicines, equipment, diagnostic and surgical techniques, health promotion and protection activities and provides advice to enable the best use of resources and the best outcome for people who use our health service. Typically HTAs undertaken by HIQA cover a range of domains, including clinical effectiveness and safety, cost-effectiveness and budget impact, organisational, social aspects, and ethical and legal issues.

The embedded guidance document provides an overview of HTA and how it is conducted by HIQA.



More information on HIQA HTA outputs can be found at: www.higa.ie/areas-we-work/health-technology-assessment