

FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES

The Authority	NHS England
The Supplier	<i>KPMG LLP, 15 Canada Square, London, E14 5GL, Company number - OC301540</i>
Date	See Final Signature Date
Type of Services	Professional Consultancy Services
Framework Agreement Value Cap	£13,333,334.00 excluding VAT

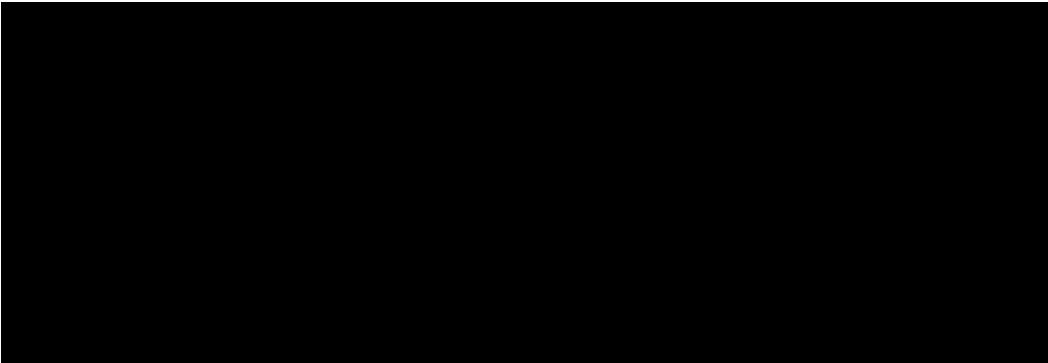
This Framework Agreement is made on the date set out above subject to the terms set out in the schedules and appendix listed below ("Schedules"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Agreement.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Framework Agreement.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule
Schedule 7	Statement of Works Placing Procedure and Statement of Works
Schedule 8	Change Control Process
Schedule 9	Standards
Appendix A	Call-off Terms and Conditions for the Provision of Services

Signed by the authorised representative of THE AUTHORITY



Signed by the authorised representative of THE SUPPLIER



Date Signed: 29/04/2025

Schedule 1**Key Provisions****Standard Key Provisions****1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at Clauses 1 to 8 of this Schedule 1 shall apply to this Framework Agreement.
- 1.2 The Optional and Extra Key Provisions shall also apply to this Framework Agreement.
- 1.3 Extra Key Provisions shall only apply to this Framework Agreement where such provisions are set out at the end of this Schedule 1.

2 Term

- 2.1 The Term of this Framework Agreement shall be until 31 March 2026 and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Framework Agreement shall be no longer than until 31 March 2027.

3 Contract Managers

- 3.1 The Contract Managers at the commencement of this Framework Agreement are:

3.1.1 for the Authority:

[REDACTED]

3.1.2 for the Supplier:

[REDACTED]

4 Names and addresses for notices

- 4.1 Notices served under this Framework Agreement are to be delivered to:

4.1.1 for the Authority:

[REDACTED] **7 & 8 Wellington Place, Leeds, LS1 4AP,**

4.1.2 for the Supplier:

[REDACTED] **15 Canada Square,**

Canary Wharf, London, E14 5GL

[REDACTED]

5 Management levels for escalation and dispute resolution

- 5.1 The management levels at which a Dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	[REDACTED]
2		[REDACTED]

6 Order of precedence

- 6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Framework Agreement the order of priority for construction purposes shall be:
- 6.1.1 the provisions on the front page of this NHS Framework Agreement for the Provision of Services;
 - 6.1.2 Schedule 1: Key Provisions;
 - 6.1.3 Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);
 - 6.1.4 Schedule 2: General Terms and Conditions;
 - 6.1.5 Schedule 6: Commercial Schedule;
 - 6.1.6 Schedule 3: Information Governance Provisions;
 - 6.1.7 Schedule 4: Definitions and Interpretations;
 - 6.1.8 the order in which all subsequent schedules, if any, appear; and
 - 6.1.9 any other documentation forming part of the Framework Agreement in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Participating Authorities

- 7.1 The following Contracting Authorities are entitled to place Statement of Works:
- 7.1.1 NHS England.

For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Statement of Works and shall be deemed Participating Authorities for the purposes of this Framework Agreement. For the further avoidance of doubt, whilst NHS Foundation Trusts and NHS Trusts will be Service Recipients under the Statements of Work and shall sign such Statements of Work they shall not be contracting parties.

8 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

- 8.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales

set out in the NHS Net Zero Supplier Roadmap (see [Greener NHS »Suppliers \(england.nhs.uk\)](https://www.england.nhs.uk/greenernhs/get-involved/suppliers/) (<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/>)), as may be updated from time to time.

- 8.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 (“**Evergreen Supplier Assessment**”). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.
- 8.3 The Supplier has appointed [REDACTED] (“**Supplier Net Zero Corporate Champion**”) who shall be responsible for overseeing the Supplier’s compliance with Clauses 8.1 and 8.2 of this Schedule 1 and any net zero requirements forming part of any Contracts. Without prejudice to the Authority’s other rights and remedies under this Framework Agreement , if the Supplier fails to comply with Clauses 8.1 and 8.2 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

- 8.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts (“**Net Zero and Social Value Contract Commitments**”).
- 8.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts.
- 8.6 The Supplier has appointed [REDACTED] (“**Supplier Net Zero and Social Value Contract Champion**”) who shall be responsible for overseeing the Supplier’s compliance with Clauses 8.4 and 8.5 of this Schedule 1 and any net zero and social value requirements forming part of any Contracts. Without prejudice to the Authority’s other rights and remedies under this Framework Agreement , if the Supplier fails to comply with Clauses 8.4 and 8.5 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Optional Key Provisions

9 Quality assurance standards

- 9.1 The quality assurance standards set out in Schedule 9 (or those standards as may be amended, restated, updated, re-issued or re-named from time to time) shall apply to the provision of the Services under that Statement of Work where such standard or standards are set out in that Statement of Work.

10 Different levels and/or types of insurance

- 10.1 The Supplier shall have in place insurance cover (whether as a separate policy or as part of other insurance arrangements as required under Clause 14 of Schedule 2) the following coverage with minimum cover per claim:

Type of insurance required	Minimum cover per claim
Data Liability Insurance	[REDACTED]

11 Guarantee

- 11.1 Promptly following the execution of this Framework Agreement, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Framework Agreement.

Extra Key Provisions

12 Assignment of Intellectual Property Rights in deliverables, materials and outputs

- 12.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 12 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 12 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.
- 12.2 Authority and the relevant Service Recipient confirm that they have the necessary permissions and consents to share any information and material which they provide to the Supplier in connection with this Contract. Authority and the relevant Service Recipient confirm that Supplier's use of such information and material in accordance with this Contract shall not infringe the rights of any third party.
- 12.3 The Authority hereby grants for the Term of this Framework Agreement a fully paid up non-exclusive license to the Supplier in the Intellectual Property Rights in and to such deliverables, material and other outputs assigned to it under Clause 12 of this Schedule 1 to use such Intellectual Property Rights in any Statement of Work entered

into under this Framework Agreement, but for no other purpose. With the written consent of the Authority (such consent being in the absolute discretion of the Authority), the Supplier shall be permitted to reuse the relevant Intellectual Property Rights in and to such deliverables, material and other outputs in other projects or work with other NHS bodies.

12.4 No deliverables or outputs under any Statements of Work will be Supplier branded.

13 Inclusion of a Change Control Process

13.1 Any changes to this Framework Agreement, including to the Services, or to any Statement of Works may only be agreed in accordance with the Change Control Process set out in Schedule 8.

14 Supplier as Data Controller- Framework Agreement

14.1 The Parties acknowledge that each of the Authority and the Supplier are Controllers in respect of Personal Data Processed under this Framework Agreement.

15 Supplier as Data Processor- Statement of Works

15.1 The Parties acknowledge that when performing Services under a Statement of Works the relevant Service Recipient is a Controller and the Supplier is the Processor in respect of Personal Data Processed under that Statement of Work unless otherwise agreed between the Parties in writing. Where required by any Service Recipient, the Supplier shall enter into such further agreements as the Service Recipient reasonably requires in relation to such Processing and to be compliant with Article 28 of UK GDPR.

15.2 Where the Supplier wishes to permit Non UK Based Supplier Personnel to deliver Services under a Statement of Work and such Non UK Based Supplier Personnel shall Process Personal Data for which the Service Recipient is the Controller or where such Non UK Based Supplier Personnel shall have access to Confidential Information of the Service Recipient that will require express agreement under the Statement of Work.

16 Purchase Order

16.1 The Authority shall issue a Purchase Orders to the Supplier in respect of any Services to be supplied to the Authority for the benefit and a Service Recipient under this Framework Agreement or any Statement of Work. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Framework Agreement or any Statement of Work prior to the receipt of a Purchase Orders covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

17 Monthly payment profile

17.1 The payment profile under each Statement of Work shall be in accordance with that Statement of Work (such Statement of Work shall set fixed price and expenses basis of payment for that Statement of Work). Payments will be made following submission of an invoice complying with Clause 22 of this Schedule 1 in the month following the submission of an invoice following the completion of a milestone as set out in a Statement of Work.

18 Key Personnel:

18.1 Where applicable, a Statement of Work will set out any Key Personnel relevant to the activity to be undertaken in relation to that Statement of Work.

19 Non-exclusivity

- 19.1 This agreement shall not prohibit the Authority from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities, suppliers or sources.
- 19.2 From time-to-time the Authority may decide to benchmark on-going value for money by advertising a Statement of Works as a contract opportunity via Contracts Finder.
- 19.3 The Authority shall have no obligation to award a Statement of Work to the Supplier and may award to an alternative supplier sourced through an alternative means in the event an alternative supplier demonstrates it can fulfil the requirement in a way the Authority considers preferable.

20 Deliverables

- 20.1 The Supplier acknowledges that the Supplier may provide Deliverables:
 - 20.1.1 To the Authority, which may then be transmitted onward by the Authority to Service Recipient; and/or
 - 20.1.2 Directly to Service Recipients under a Statement of Work.
- 20.2 The Authority shall be entitled to rely on any Deliverable provided directly to the Authority by the Supplier, including but not limited to when providing advice to any Service Recipient in relation to and in reliance on such Deliverable.
- 20.3 Each Service Recipient shall be entitled to act in reliance on:
 - 20.3.1 any Deliverable provided for the benefit of a Service Recipient by the Supplier under a Statement of Work;
 - 20.3.2 any Deliverable provided to such Service Recipient by the Authority in accordance with Clause 20.2.

21 Third Party Rights

- 21.1 A Service Recipient who receives the benefit of any Deliverables or other Services under a Statement of Works shall have the rights to enforce the Call Off Terms in Appendix A of this Framework Agreement as incorporated into every Statement of Works together with the terms of any Statement of Works.

22 Payment and Invoicing

- 22.1 NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Statement of Works. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:
 - A description of the good/services supplied is included.

- NHS England's reference number/Purchase Orders number is included.
- 22.2 The Supplier will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system. Useful link at <https://tradeshift.com/supplier/nhs-sbs/>

23 Statement of Works- Ongoing Commitments

- 23.1 The Supplier must not include or seek to include in any Statement of Work any solution which requires ongoing financial commitment to any assets or software owned by that Supplier or any related third party. It is intended that the Statements of Work shall be complete discrete interventions.

Schedule 2

General Terms and Conditions

Contents

1. Supplier's appointment
2. Authority commitments
3. Statement of Works Placing procedures
4. Reasonable assistance
5. Supplier Performance and Lifescience Industry Accredited Credentialing Register
6. Business continuity
7. The Authority's obligations
8. Contract management
9. Price and payment
10. Warranties
11. Statutory compliance
12. Independence of Participating Authorities
13. Limitation of liability
14. Insurance
15. Term and termination
16. Consequences of expiry or early termination of this Framework Agreement
17. Suspension of Supplier's appointment
18. Complaints
19. Modern slavery and environmental, social and labour laws
20. Electronic services information
21. Change management
22. Dispute resolution
23. Force majeure
24. Records retention and right of audit
25. Conflicts of interest and the prevention of fraud
26. Equality and human rights
27. Notice
28. Assignment, novation and subcontracting
29. Prohibited Acts
30. General

1 Supplier's appointment

- 1.1 The Authority appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Statements of Work during the Term.
- 1.2 In consideration of the Authority agreeing to appoint the Supplier to this Framework Agreement in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Agreement, the Supplier undertakes to provide the Services under Statements of Work placed with the Supplier:
 - 1.2.1 of the exact quality, type and as otherwise specified in the Specification and Tender Response Document;
 - 1.2.2 at the Contract Price calculated in accordance with the rate card set out in the Commercial Schedule and/or calculated in line with the worked examples included in the Specification and Tender Response Documents where the proposed work under the Statement of Work is the same as or similar to those worked examples and the Contract Price shall be included in each Statements of Work; and
 - 1.2.3 to such extent and at such times and at such locations as may be specified in a Statement of Works.
- 1.3 The Supplier agrees that the Call-off Terms and Conditions for the Provision of Services shall apply to all Services provided by the Supplier to a Service Recipient pursuant to this Framework Agreement. The Supplier agrees that it will not in its dealings with a Service Recipient seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Statement of Works.
- 1.4 The Supplier shall comply fully with its obligations set out in this Framework Agreement, the Specification and Tender Response Document, the Call-off Terms and Conditions for the Provision of Services and any other provisions of Statement of Works entered into under and in accordance with this Framework Agreement (to include, without limitation, the KPIs).
- 1.5 In complying with its obligations under this Framework Agreement, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

2 Authority commitments

- 2.1 Unless otherwise set out in the Commercial Schedule, the Supplier acknowledges that:
 - 2.1.1 there is no obligation on the Authority or on any Service Recipient to purchase any Services from the Supplier during the Term;
 - 2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by the Authority and/or any Service Recipient in respect of the total volumes or value of the Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation;
 - 2.1.3 in entering this Framework Agreement, no form of exclusivity has been granted by the Authority and/or other Service Recipient; and
 - 2.1.4 the Authority and/or other Service Recipient are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

3 Ordering procedure

- 3.1 The Participating Authority may enter into Statements of Work by placing an order in accordance with the Statement of Works Placing Procedure.

4 Reasonable assistance

- 4.1 Upon the written request of the Authority or the Service Recipient, the Supplier shall provide the Authority or such Service Recipient with any reasonable and proportionate information that it holds about the Services it supplies under this Framework Agreement including, without limitation, alongside other related services, to enable the Authority to complete any necessary due diligence before purchasing such Services, or any connected or replacement Services.

5 Supplier Performance and Lifescience Industry Accredited Credentialing Register

- 5.1 The Supplier shall perform all Contracts entered into under this Framework Agreement by the Authority in accordance with:

- 5.1.1 the requirements of this Framework Agreement; and
- 5.1.2 the provisions of the respective Statements of Work.

- 5.2 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Framework Agreement) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

6 Business continuity

- 6.1 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

- 6.1.1 the criticality of this Framework Agreement to the Service Recipients; and
- 6.1.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

- 6.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Framework Agreement to Participating Authorities and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

- 6.3 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.
- 6.4 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.
- 6.5 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Framework Agreement

7 The Authority's obligations

- 7.1 The Authority shall provide reasonable cooperation to the Supplier and shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the Supplier complying with its obligations under this Framework Agreement.
- 7.2 The Authority shall comply with the Authority's Obligations, if any

8 Contract management

- 8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Framework Agreement. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.
- 8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Framework Agreement and to discuss matters arising generally under this Framework Agreement. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Framework Agreement. Review meetings shall take place at the frequency specified in each Statement of Works.
- 8.3 The Supplier shall provide any reasonably required contract management report to the Authority regarding the provision of the Services and the operation of this Framework Agreement.
- 8.4 Unless specified otherwise in the Statement of Works, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2.

- 8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (“**Third Party Body**”). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services ordered and any payments made under this Framework Agreement or any Contracts and any other information relevant to the operation of this Framework Agreement.
- 8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:
- 8.6.1 storing and analysing the management information and producing statistics; and
 - 8.6.2 sharing the management information, or any statistics produced using the management information with any other Contracting Authority.
- 8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Framework Agreement and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).
- 8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

- 9.1 The Contract Price for all Contracts shall be calculated as set out in the Commercial Schedule and in the Specification and Tender Response Documents (in particular the worked examples forming part of the Tender Response Documents) and the payment provisions for all Contracts shall be as set out in the Call-off Terms and Conditions for the Provision of Services and Statements of Works.
- 9.2 Not Used.
- 9.3 Not Used.
- 9.4 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Agreement, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment

10 Warranties

- 10.1 The Supplier warrants and undertakes that:
- 10.1.1 it will comply with the terms of all Contracts entered into by Participating Authorities under this Framework Agreement;

- 10.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework Agreement, any Contracts, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);
 - 10.1.3 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Framework Agreement (to include, without limitation, as referred to in the Specification Document and Commercial Schedule) and all accompanying materials is accurate;
 - 10.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Agreement;
 - 10.1.5 it has the right and authority to enter into this Framework Agreement and that it has the capability and capacity to fulfil its obligations under this Framework Agreement;
 - 10.1.6 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Framework Agreement and the documents referred to in this Framework Agreement;
 - 10.1.7 all necessary actions to authorise the execution of and performance of its obligations under this Framework Agreement have been taken before such execution;
 - 10.1.8 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
 - 10.1.9 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Framework Agreement;
 - 10.1.10 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Framework Agreement;
 - 10.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Agreement and has gathered all information necessary to perform its obligations under this Framework Agreement and all other obligations assumed by it;
 - 10.1.12 it shall comply with its Net Zero and Social Value Commitments; and
 - 10.1.13 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.12 of this Schedule 2.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

10.4 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.4.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

10.4.2 promptly provide to the Authority:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

10.5 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.6 Any warranties provided under this Framework Agreement are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Statutory compliance

11.1 The Supplier shall comply with all Law and Guidance relevant to its obligations under this Framework Agreement and any Contracts.

11.2 Without limitation to Clause 11.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Agreement and any Contracts.

12 Not Used

13 Limitation of liability

13.1 Nothing in this Framework Agreement shall exclude or restrict the liability of either Party:

13.1.1 for death or personal injury resulting from its negligence;

13.1.2 for fraud or fraudulent misrepresentation;

13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;

13.1.4 to make any payments agreed in accordance with Clause 9.2 of this Schedule 2; or

13.1.5 under the terms of the Statements of Work save as provided for under those Statements of Work.

13.2 Subject to Clause 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Framework Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to five hundred thousand GBP (£500,000).

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Framework Agreement whether arising in contract (to

include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged.

- 13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Framework Agreement.
- 13.5 The liability of the Supplier under any Statements of Work entered into pursuant to this Framework Agreement shall be as set out in the Call-off Terms and Conditions for the Provision of Services forming part of such Contracts.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Framework Agreement. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Framework Agreement. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Framework Agreement, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Framework Agreement shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Framework

Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

- 15.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Framework Agreement or the general law, shall continue until the end of the Term.
- 15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) months prior to the date on which this Framework Agreement would otherwise have expired, provided that the duration of this Framework Agreement shall be no longer than the total term specified in the Key Provisions.
- 15.3 In the case of a breach of any of the terms of this Framework Agreement by either Party that is capable of remedy (including any failure to pay sums due under this Framework Agreement), the non-breaching Party may, without prejudice to its other rights and remedies under this Framework Agreement, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("Remedial Proposal") before exercising any right to terminate this Framework Agreement in accordance with Clause 15.4.2 of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
 - 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of two (2) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;
 - 15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be as soon as reasonably practicable and not more than ten (10) Business Days; and/or
 - 15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,
- 15.4 Either Party may terminate this Framework Agreement by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Framework Agreement which is:
 - 15.4.1 not capable of remedy; or
 - 15.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.
- 15.5 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier:
 - 15.5.1 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Framework Agreement, ceases or threatens to cease carrying on

its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;

- 15.5.2 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Framework Agreement or the reputation of the Authority;
 - 15.5.3 if the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Framework Agreement in breach of Clause 28.1 of this Schedule 2;
 - 15.5.4 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2;
 - 15.5.5 if the warranty given by the Supplier pursuant to Clause 10.4 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.4 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.4 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable; or
 - 15.5.6 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Framework Agreement.
- 15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Framework Agreement and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Framework Agreement to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:
- 15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Framework Agreement on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;
 - 15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this

Framework Agreement by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

- 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 22.3 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Framework Agreement in accordance with Clause 15.4.1 of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with this Clause 15.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

- 15.7 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- 15.7.1 the Framework Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
 - 15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Framework Agreement; or
 - 15.7.3 there has been a failure by the Supplier and/or one of its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Framework Agreement under this Clause.
- 15.7.3

- 15.8 If the Authority novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Framework Agreement in accordance with Clause 15.5.1 to Clause 15.5.3 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Framework Agreement by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.

16 Consequences of expiry or early termination of this Framework Agreement

- 16.1 Upon expiry or earlier termination of this Framework Agreement, the Authority and the Supplier agree that all Contracts entered into under this Framework Agreement will continue in full force and effect unless otherwise terminated under the terms and conditions of such Contracts.
- 16.2 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Framework Agreement. This cooperation shall extend to providing access to all information relevant to the operation of this Framework Agreement, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements. Any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

16.3 The expiry or earlier termination of this Framework Agreement for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

16.4 The expiry or earlier termination of this Framework Agreement shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 Suspension of Supplier's appointment

17.1 Without prejudice to the Authority's rights to terminate this Framework Agreement, if a right for the Authority to terminate this Framework Agreement arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 15 of this Schedule 2, the Authority may suspend the Supplier's appointment to receive new Statement of Works under this Framework Agreement by giving notice in writing to the Supplier and all Participating Authorities.

17.2 If the Authority provides notice to the Supplier in accordance with Clause 17.1 of this Schedule 2, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time provided that such suspension shall be lifted where:

17.2.1 the circumstances leading to the Authority's right to terminate this Framework Agreement have been remedied;

17.2.2 the Authority has satisfied itself that the risk and/or impact of the circumstances giving rise to the Authority's right to terminate this Framework Agreement no longer requires such suspension; or

17.2.3 the Authority exercises its rights to terminate this Framework Agreement in accordance with Clause 15 of this Schedule 2

18 Complaints

18.1 The Supplier shall notify the Authority of any formal written complaints made by Service Recipients relating to the Supplier's noncompliance with any of its obligations under any Contract within two (2) Business Days of the Supplier becoming aware of such complaints.

18.2 Without prejudice to any rights and remedies that the Participating Authority may have under the relevant Contract (or by virtue of third party rights) and/or the Authority may have under this Framework Agreement, the Supplier shall use its reasonable endeavours to resolve such complaint within ten (10) Business Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

18.3 Within two (2) Business Days of a written request by the Authority, the Supplier shall provide further reasonable details of the complaint to the Authority, including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

19 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

- 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental, social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;
- 19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social, and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and
- 19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.

Modern slavery

- 19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:
 - 19.2.1 the Modern Slavery Act 2015 ("Slavery Act"); and
 - 19.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("Anti-Slavery Policy").
- 19.3 The Supplier shall:
 - 19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;
 - 19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
 - 19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
 - 19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;
 - 19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and
 - 19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under Clause 19 of Schedule 2.
- 19.4 The Supplier undertakes on an ongoing basis that:
 - 19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;
 - 19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
 - 19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):
 - (i) has been convicted of any offence involving slavery or trafficking; or

- (ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2.

- 19.5 The Supplier shall notify the Authority as soon as it becomes aware of:
 - 19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or
 - 19.5.2 any actual or suspected slavery or trafficking in its supply chain.
- 19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Framework Agreement.
- 19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Framework Agreement, the Authority may:
 - 19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Framework Agreement) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or
 - 19.7.2 terminate this Framework Agreement by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

- 19.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

- 19.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2. For the avoidance of doubt, the Authority may audit the Supplier's compliance with this Clause 19 of this Schedule 2 in accordance with Clause 24 of this Schedule 2.

20 Electronic services information

- 20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
- 20.2 The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.
- 20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
- 20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's

contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.

- 20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.
- 20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Framework Agreement.
- 20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

21 Change management

- 21.1 The Supplier acknowledges to the Authority that the requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.
- 21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Framework Agreement shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.
- 21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.
- 21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Framework Agreement nor be entitled to an increase in the Contract Price as the result of:
 - 21.4.1 a General Change in Law; or
 - 21.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22 Dispute resolution

- 22.1 During any Dispute, including a Dispute as to the validity of this Framework Agreement, it is agreed that the Supplier shall continue its performance of the provisions of the Framework Agreement (unless the Authority requests in writing that the Supplier does not do so).
- 22.2 In the case of a Dispute arising out of or in connection with this Framework Agreement the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.
- 22.3 If any Dispute arises out of the Framework Agreement either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management

levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

- 22.4 If the procedure set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine, or in the absence of such determination such costs will be shared equally.
- 22.6 Nothing in this Framework Agreement shall prevent:
- 22.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 22.7 Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Framework Agreement for any reason.
- 23 Force majeure**
- 23.1 Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Framework Agreement nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.
- 23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Framework Agreement if:
- 23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;

- 23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and
 - 23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.
- 23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Framework Agreement and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
- 23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Framework Agreement the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
- 23.5 If either Party is prevented or delayed in the performance of its obligations under this Framework Agreement by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.
- 23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.
- 23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
- 23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Framework Agreement by issuing a Termination Notice to the Supplier.
- 23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.
- 23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Framework Agreement

24 Records retention and right of audit

- 24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Framework Agreement.
- 24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Framework Agreement.
- 24.3 The Authority shall have the right to audit the Supplier's compliance with this Framework Agreement. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given

advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Framework Agreement.

- 24.4 Should the Supplier Sub-contract any of its obligations under this Framework Agreement, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Framework Agreement that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.
- 24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Framework Agreement for the purposes of:
 - 24.5.1 the examination and certification of the Authority's accounts; or
 - 24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.
- 24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 24.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Framework Agreement.
- 24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Framework Agreement.

25 Conflicts of interest and the prevention of fraud

- 25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 25.2 The Authority reserves the right to terminate this Framework Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement. The actions of the Authority pursuant to this Clause 25.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.
- 25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority

immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

- 25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Framework Agreement and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

26 Equality and human rights

- 26.1 The Supplier shall:

- 26.1.1 ensure that (a) it does not, whether as employer or as a provider of Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services and any associated services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
- 26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and
- 26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.

- 26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.

27 Notice

- 27.1 Subject to Clause 22.6 of this Schedule 2, any notice required to be given by either Party under this Framework Agreement shall be in writing quoting the date of the Framework Agreement and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

- 27.2 A notice shall be treated as having been received:

- 27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
- 27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
- 27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and subcontracting

- 28.1 The Supplier shall not assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement without the prior consent in writing of the Authority, such consent not to be unreasonably withheld or delayed. If the Supplier Sub-contracts any of its obligations under this Framework Agreement, every act or omission of the Sub-contractor shall for the purposes of this Framework Agreement be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.
- 28.2 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Framework Agreement shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Framework Agreement.
- 28.3 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 28.3.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
 - 28.3.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement. The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contract.
- 28.4 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 28.5 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

- 29.1 The Supplier warrants and represents that:

29.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following (“**Prohibited Acts**”):

- (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
- (ii) in connection with this Framework Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

29.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:

29.2.1 the Authority shall be entitled:

- (i) to terminate this Framework Agreement and recover from the Supplier the amount of any loss resulting from the termination;
- (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

29.2.2 any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

29.2.3 notwithstanding Clause 22 of this Schedule 2, any Dispute relating to:

- (i) the interpretation of Clause 29 of this Schedule 2; or
 - (ii) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

30 General

30.1 Each of the Parties is independent of the other and nothing contained in this Framework Agreement shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Agreement.

30.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Agreement shall not of itself constitute a waiver of such option or right.

30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Framework Agreement or to exercise any right or

remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

- 30.4 Any provision of this Framework Agreement which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Framework Agreement and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Framework Agreement and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Framework Agreement or unless such representation, undertaking or warranty was made fraudulently.
- 30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Framework Agreement including all costs, legal fees and other expenses so incurred.
- 30.7 The rights and remedies provided in this Framework Agreement are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Agreement or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 A person who is not a party to this Framework Agreement shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Agreement.
- 30.9 This Framework Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Agreement or any variation to this Framework Agreement, contain the entire understanding between the Supplier and the Authority relating to the operation of this Framework Agreement to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Framework Agreement. Nothing in this Framework Agreement seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Framework Agreement shall form part of this Framework Agreement.
- 30.10 This Framework Agreement, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Framework Agreement or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Framework Agreement shall be in English.

31 Non-Solicitation

- 31.1 The Supplier shall not, without the prior written consent of the Authority, at any time from the date of this Framework Agreement to the expiry of 6 months after the termination or expiry of this Framework Agreement, solicit or entice away from the Service Recipient or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Authority.

Schedule 3

Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("Discloser") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
 - 1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:
 - (i) which is in or enters the public domain other than by breach of this Framework Agreement or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("FOIA"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("Codes of Practice") or the Environmental Information Regulations 2004 ("Environmental Regulations").
- 1.3 The Authority may disclose the Supplier's Confidential Information:
- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
 - 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
 - 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
 - 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Framework Agreement;

and for the purposes of this Framework Agreement, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to the operation of this Framework Agreement, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Framework Agreement. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Framework Agreement.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Framework Agreement and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Framework Agreement.
- 1.6 Clause 1 of this Schedule 3 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Framework Agreement unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
- 2.2 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Framework Agreement, the Parties shall comply with the Data Protection Protocol in respect of such matters.

Data Protection Protocol

Processing, Personal Data and Data Subjects

1. The Supplier must comply with any further written instructions with respect to processing by the Authority or Service Recipient.
2. Any such further instructions shall be incorporated into this Data Protection Protocol for each individual Statement of Work.

Description	Details
Identify of Controller for each category of Personal Data	<p>The Parties agree that:</p> <p>(a) each of the Supplier, Authority and Service Recipient are a separate Controller for the name, business contact details and related Personal Data it processes about the other's personnel in order to perform this Contract and to manage the relationship between the Parties; and</p> <p>(b) with the exception of Personal Data covered by (a) above, the Supplier is a Processor for all other Personal Data contained in the data provided by the Authority and Service Recipient unless otherwise agreed between the Parties in writing.</p> <p>During the course of the contract, the Supplier will enter into Statements of Work with the Authority for the Benefit of a Beneficiary.</p>
Subject matter of the Processing	<p>For NHS England: Contact details for staff working on Digital Programmes within the NHS.</p> <p>For individual engagements for the benefit of a Service Recipient: Subject matter will be bespoke to individual Statements of Work but could include details about patients and staff working within the Service Recipient.</p>
Duration of the Processing	For the duration of the Statement of Work.
Nature and purposes of the Processing	To support frontline Provider Trusts to achieve a minimum level of digital capability by providing advice, guidance, assurance, support and intervention in their digital programmes.
Type of Personal Data Inc special category	<p>NHS England: Staff Names, job role, email addresses, contact numbers, work addresses.</p> <p>Service Recipient: Staff Names, job role, email addresses, contact numbers, work addresses, banding. Patient information held within electronic or patient records which could include (but is not limited to) demographic information, and special category data including racial or ethnic origin, religious or philosophical beliefs, genetic data, data concerning health; or data concerning a natural person's sex life or sexual orientation.</p>

Categories of Data Subject	NHS England: Staff (including volunteers, agents, and temporary workers) Service Recipient: Staff (including volunteers, agents, and temporary workers), patients, parents / carers / family members.
Data Processing Agreements for Statements of Work	Upon agreeing a Statement of Work in respect of an engagement on behalf of that Provider Trust, the Supplier will, if required by that Provider Trust, enter into a further data processing agreement which is compliant with Article 28 of the UK GDPR. This will be detailed within the Statement of Work agreed with the Authority and the Provider Trust.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	The records processed as part of this Contract will be maintained in accordance with the NHS Code of Practice on Records Management. On termination of any Statement of Work between the Supplier and the Authority or Supplier and Service Recipient, data destruction and return shall occur in accordance with the exit plan to be agreed under clause 16 of Schedule 2 of the Contract or as may be agreed in the individual data processing agreements with the relevant Service Recipient. In the absence of such an agreement the Supplier shall delete or return any data held as data controller, without further charges, as directed by the Service Recipient.
Storage and Processing of information	All personal data processed during the delivery of the Framework Agreement and each Statement of Work is required to be stored, processed and accessed solely within the UK, unless (i) the Supplier receives authorisation from the Authority or Service Recipient to process their respective data outside of the UK. Patient and personal data must be encrypted in transit and at rest to AES 256. The exception to this is the processing of personal identifiable information pertaining to "business card" related information concerning employees or other staff working at the Authority and Provider Trusts which consists of name, job title, and contact details. Both the Supplier and its subcontractors stated below, may only transfer business card data outside the UK and European Economic area (EEA) to recipients: (i) in countries which provide an adequate level of protection for personal data; or (ii) are under agreements which meet UK or European Commission Decision 2021/914 requirements for those transfers as appropriate. Data transferred will be encrypted to the standards of UK regulations. All other exceptions should only be completed on an exception basis following the receipt of consent, and is still required to abide by the remaining data processing requirements of these terms, or within individual Statements of Work.
Data Breach Protocol (including that with subcontractors)	Supplier shall notify the Authority or relevant Provider Trust within 24 hours of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority, or Provider Trust's information governance Policies. The Supplier shall fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority or relevant Provider Trust and shall provide full information as

	<p>may be reasonably requested by the Authority or relevant Provider Trust in relation to such audits, investigations and assessments.</p> <p>[Supplier Response to IG Process to be outlined here.]</p> <p>This should include incident response, notification, investigation, and mitigations.]</p> <p>Reporting to the ICO</p> <p>When the Supplier is acting as a Controller for Authority Personal Data, it may have to inform the ICO of a data incident. If so, this would be done in accordance with NHS England guidelines. i.e. within 48 hours.</p>
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List of Sub-Processors

The Authority and Service Recipient authorises the Supplier to use the sub-processors set out in the table below as may be amended or replaced from time to time.

Sub-processor	Registered Address and Location	Processing operations

- 2.3 The Supplier and the Authority shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.4 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Framework Agreement, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3 and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.
- 2.5 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Framework Agreement.

3 Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

- 3.2.1 that this Framework Agreement and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Framework Agreement are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;
 - 3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
 - 3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Framework Agreement; and
 - 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Framework Agreement is not Confidential Information.
 - 3.4 Notwithstanding any other term of this Framework Agreement, the Supplier consents to the publication of this Framework Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
 - 3.5 In preparing a copy of this Framework Agreement for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
 - 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.
 - 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Framework Agreement, the Supplier shall procure that such Sub-contractor shall

comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
 - 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4

Definitions and Interpretations

1 Definitions

- 1.1 In this Framework Agreement the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions for the Provision of Services at Appendix A of this Framework Agreement. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Provision of Services are as set out at Appendix A of this Framework Agreement.

“Anti-Slavery Policy”	has the meaning given under clause 19.2 of Schedule 2;
“Authority”	means the authority named on the form of Framework Agreement on the first page;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Specification and Tender Response Document;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Framework Agreement;
“Business Continuity Event”	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Framework Agreement including a pandemic and any Force Majeure Event;
“Business Continuity Plan”	means the Supplier’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Call-off Terms and Conditions for the Provision of Services”	means the call-off terms and conditions for Contracts as set out at Appendix A of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
“Change in Law”	means any change in Law which impacts on the provision of the Services which comes into force after the Commencement Date;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Commencement Date”	means the date of this Framework Agreement;
“Commercial Schedule”	means the document set out at Schedule 6;

“Comparable Supply”	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Confidential Information”	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Framework Agreement including any procurement process which is: <ul style="list-style-type: none"> (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
“Contract”	means any Statement of Work entered into under this Framework Agreement with the Supplier by the Participating Authority;
“Contracting Authority”	means any contracting authority as defined in Regulation 2(1) of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
“Contract Manager”	means for the Authority and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Participating Authority under any Contract for the full and proper performance by the Supplier of its obligations under such Contracts (as calculated in accordance with the provisions of the Commercial Schedule) and as confirmed in the relevant Statement of Works relating to the particular Contract;
“Controller”	shall have the same meaning as set out in the UK GDPR;
“Data Liability Insurance”	means policy of insurance with a reputable commercial insurer in respect of losses, damages, claims or costs, in respect of alleged breaches of the Data Protection Legislation and/or cyber crime or incidents;
“Data Protection Legislation”	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);

“Data Protection Protocol”	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Framework Agreement;
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Framework Agreement, any matters of contractual construction and interpretation relating to the Framework Agreement, or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 22 of Schedule 2;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“eProcurement Guidance”	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment)

	Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
“EU References”	shall have the meaning given to the term in Clause 1.16 of Schedule 4;
“Evergreen Supplier Assessment”	shall have the meaning given to the term in Clause 8.2 of Schedule 1;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Force Majeure Event”	<p>means any event beyond the reasonable control of the Party in question to include, without limitation:</p> <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Framework Agreement; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in

	<p>accordance with this definition had it been suffered by one of the Parties,</p> <p>but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;</p>
“Framework Agreement”	means the form of framework agreement at the front of this document and all schedules and appendices attached to the form of framework agreement;
“Fraud”	means any offence under any law in respect of fraud in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
“General Anti-Abuse Rule”	<p>means:</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Framework Agreement, including in accordance with any codes of practice published by relevant trade associations;
“Guidance”	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;

“HM Government Cyber Essentials Scheme”	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trademarks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;
“Key Provisions”	means the key provisions set out in Schedule 1;
“KPI”	means the key performance indicators as set out in Schedule 5;
“Law”	<p>means any applicable legal requirements including, without limitation:</p> <ul style="list-style-type: none"> (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument); (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (e) requirements set by any regulatory body as applicable in England and Wales; (f) any relevant code of practice as applicable in England and Wales; and (g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);
“Net Zero and Social Value Commitments”	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
“Net Zero and Social Value Contract Commitments”	shall have the meaning given to the term in Clause 8.4 of Schedule 1;

“NHS”	means the National Health Service;
“Non UK Based Supplier Personnel”	means individuals employed or engaged by the Supplier in the delivery of the Services who are or will be physically located outside of the territorial jurisdiction of the United Kingdom of Great Britain and Northern Ireland when delivering the Services
“Occasion of Tax Non-Compliance”	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
“Party”	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
“Personal Data”	shall have the same meaning as set out in the UK GDPR;
“Policies”	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
“Prohibited Acts”	has the meaning given under 29.1.1 of Schedule 2;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2;

“Services”	means the services that the Supplier is required to provide to Participating Authorities under Contracts placed under this Framework Agreement, details of such Services being set out in the Specification and Tender Response Document and any Statement of Works;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 for inclusion in the Authority's services catalogue from time to time;
“Service Recipient”	means such organisation including NHS England, Care Trust, NHS Trust or NHS Foundation Trust as named on a Statement of Works;;
“Slavery Act”	has the meaning given in Clause 19.2.1 of Schedule 2;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Framework Agreement;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Framework Agreement including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Statement of Works”	means the template Statement of Works on which orders are to be placed, as set out in Schedule 7. A Statement of Work (whether for discovery or delivery Statement of Work) shall be called a “Work Order” where it has a value of [REDACTED] or less;
“Statement of Works Placing Procedure”	means the procedure enabling the Participating Authority to call-off Services and enter into Contracts under this Framework Agreement, as set out in Schedule 7;
“Statement of Works Requirement”	means the requirement component of a Statement of Work (being Part 1 of the template Statement of Works in the Schedule 7);
“Statement of Works Solution”	Means the Supplier's solution to a Statement of Work Requirement (being Part 2 of the template Statement of Works in the Schedule 7);
“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of the whole or any part of this Framework Agreement;

“Sub-contractor”	means a party to a Sub-contract other than the Supplier;
“Supplier”	means the supplier named on the form of Framework Agreement on the first page;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Net Zero Corporate Champion”	shall have the meaning given to the term in Clause 8.3 of Schedule 1;
“Supplier Net Zero and Social Value Contract Champion”	shall have the meaning given to the term in Clause 8.6 of Schedule 1;
“Term”	means the term as set out in the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement on a specified date and setting out the grounds for termination;
“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax; and
“Work Order”	means a Statement of Work with a value of [REDACTED] or less.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Framework Agreement to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of this Framework Agreement.
- 1.5 References in this Framework Agreement to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Framework Agreement.

- 1.7 The headings are for convenience only and shall not affect the interpretation of this Framework Agreement.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Framework Agreement provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Framework Agreement, such other part of this Framework Agreement shall prevail.
- 1.11 Where a document is required under this Framework Agreement, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Any guidance notes in grey text do not form part of this Framework Agreement.
- 1.13 Any Breach Notice issued by a Party in connection with this Framework Agreement shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.14 Any terms defined as part of a Schedule or other document forming part of this Framework Agreement shall have the meaning as defined in such Schedule or document.
- 1.15 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Framework Agreement) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.
- 1.16 Any reference in this Framework Agreement which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Specification and Tender Response Document

Background and Context

The Authority's Frontline Digitisation (FD) Programme is working with provider organisations to support them in reaching a minimum level of digital capability (as defined by the Digital Capabilities Framework) and to have an electronic patient record (EPR) in place by the end of March 2026.

For the purposes of this service, provider organisations are defined as NHS secondary care Trusts providing acute, specialist, community, mental health, and ambulance services.

To fulfil this ambition, the FD Programme is seeking a partner to create an experienced, multi-skilled, rapid response intervention service also known as Tiger Teams, capable of supporting EPR delivery across England.

This service will be an expansion to an existing comprehensive support offer available to providers, designed to support the national demand for resource, expertise, and information necessary to successfully rollout EPRs.

Requirement for Tiger Team Intervention Service

EPR are notoriously complex to implement, and the maturity of the digital, data and technology (DDaT) workforce across England is varied, with providers having varying degrees of experience, and skills to implement successfully.

Often during EPR programme delivery, there is a requirement for either a planned, or unplanned, specific, time-bound skill set, capable of providing a set of deliverables, problem rectification or other specialist intervention for an element of the Programme. Trusts are finding it increasingly challenging to obtain good quality, skilled short-term resources, both from the recruitment and contingent labour market.

To support Trusts to alleviate this issue, this service will provide Tiger Teams, defined as a group of highly skilled, experienced resources, commissioned to deliver a service on behalf of the Trust where other attempts to fulfil the requirement have been unsuccessful.

The level of support provided to a Trust is set out in the FD Programme's operating model. Universally, FD provide various assurance reviews for all Trusts throughout their EPR programme lifecycles to support them with their programmes. The assurance process highlights areas of good practice and strength, in addition to areas of concern, which require addressing to improve the quality of the programme.

The second tier of support the FD programme provides is via an FD Support Offer function, supported by a delivery partner, to provide knowledge, advice, guidance and training to Trusts. The Support Offer consists of the following:

Collaboration - Connecting with Each Other

- Communities of Practice Forum
- Supplier-based Peer Networks
- Procurement Peer Networks
- Peer-to-peer Partnerships

Knowledge - Sharing Best Practice

- Webinars, Events and Drop-in Sessions
- Guidance and Documents
- Lessons Learnt
- Blueprints

Expertise - Upskilling and Actionable Learning

- Subject Matter Expert Support
- Self-learning Toolkits
- Targeted Intervention Support
- Learning Labs

There was also access to partially funded resources through the DDaT graduate recruitment programme. The scheme ended in March 2024.

Despite the wealth of support available, there is a requirement to further support Trusts with hands-on, 'boots-on-ground' interventions to ensure that certain critical activities to resolve challenges, including the associated upskilling and knowledge transfer, are undertaken in a timely and robust manner, increasing the likelihood of a successful implementation. It will also avoid the costs, risks and reputational damage associated with a delayed and / or sub-optimal go-live in addition to the impact required for the Trust to course-correct.

The FD Programme is not resourced to provide hands-on targeted support into Trusts at the scale required, therefore an additional service is required to ensure the success of the overall programme and individual Trust EPR deployments.

The data below outlines the landscape of EPR in England as of March 2024.

- [REDACTED] trusts ([REDACTED]%) with no EPR are in the process of getting one
- [REDACTED] trusts ([REDACTED]%) with an EPR are upgrading or replacing it to meet the standard
- [REDACTED] trusts ([REDACTED]%) with an EPR already meet the standard

Tiger Teams Service

The service will support the overall FD Programme in creating an experienced, multi-skilled, rapid response intervention service also known as Tiger Teams, capable of supporting EPR Delivery across England. This 'Tiger Teams' service will support and upskill provider organisations to deliver a wide range of key milestones and deliverables throughout the programme, from adoption, data migration, through to go-live readiness and cut-over.

The use of this service by provider organisations will be limited and will only be deployed "as a last resort". This will be subject to a robust triage process to ascertain whether there are other options available to secure the right resources including options such as:

- Recruitment
- Contingent Labour
- Local Procurement
- ICB / Supplier Resource
- Utilisation of the existing Frontline Digitisation Support Offer

Where the options above are not viable, the resource will then be deployed to support Trusts on a time-bound, specific piece of work, with clear exit criteria defined to support smooth extraction.

Scope of the Contract

The Tiger Teams service will be a fixed price, work package-based contract, with set deliverables which will support trusts at any stage of their journey, subject to their eligibility to utilise the services.

The supplier will be required to deliver support for all aspects of the EPR deployment journey from conceptualisation to optimisation. The following are indicative of the range of capabilities that may be required by the Authority a full list of anticipated roles and skills anticipated in can be found in Schedule 5, this list is not exhaustive.

- Strategy and Business Case Development
- Transformation (Business Process and Change Management)
- Programme and Project Management (PPM) (including specific product PPM)
- Business Intelligence and Reporting (includes Operational and National reporting and insights)
- Clinical Leadership
- Clinical Safety
- Dress Rehearsal and Cutover
- Go-Live Support (including floorwalkers)
- Data Quality
- Data Migration
- Integration
- Early Life Support post Go-Live
- Testing
- Training

The Tiger Teams service will need to provide the following to achieve its aim of increasing the quality of EPR delivery and reduce the risk of poor EPR deployment, which, in turn, will reduce the potential loss of benefit of EPR deployments in England:

- Sourcing of NHS experienced, highly skilled resources, who can be deployed to deliver a work package at a provider organisation at any point of its EPR Programme Lifecycle.
- Sourcing and deployment of resources to support any provider onsite across England in a timely manner.
- Flexibility to increase and decrease resources quickly to meet the demands of the service.
- Organisational working knowledge of best practice of EPR design, delivery, optimisation and usability and it's management.
- Knowledge transfer and retention within the NHS, including working with and alongside staff using a buddying-style approach, thus building skills and expertise which creates a more sustainable resourcing model going forward.
- Ability to build up a cohort of operators with specialist knowledge (cells) that can be deployed across the system on similar tasks, thereby enabling and accelerating the setting up of a virtual centre of expertise.

1. Roles and skills

- 1.1 The Supplier shall have access to personnel for the roles and skills set out in this Schedule 5 and shall provide such resource in accordance with the approach set out in Annex 1 of Schedule 5.

- 1.2 Unless otherwise agreed in a Statement of Work, the Supplier shall provide Supplier Personnel with the required skills and experience for each approved Statement of Work within, for each role, the maximum mobilisation timescales set out in Annex 1 of Schedule 5.

2. Roles and skills

- 2.1 The roles required for the appointment to this Framework Agreement were set out in the tender under Appendix 3– Technical Questions and Worked Example, Max Mobilisation Timescales tab. These can now be found in Schedule 5, Annex 1 of this document.

- 2.2 In addition to the DDaT skills and experience applicable to each role set out in the “List of Job Roles” file, the Supplier Personnel allocated to any Statement of Works must, where specified as required in a Statement of Work, have the required NHS and or EPR related skills and experience, this may include the following:

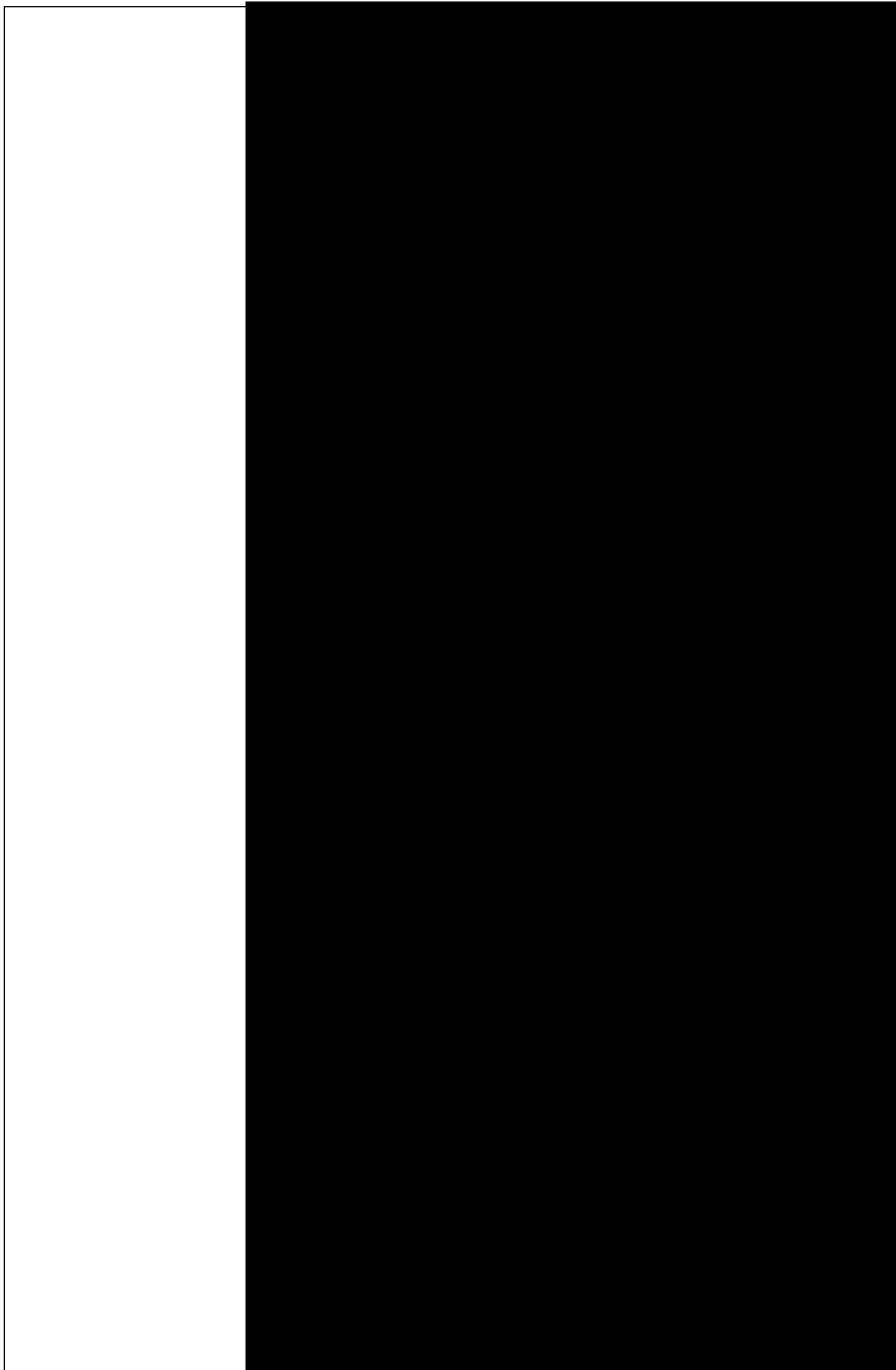
- 2.2.1 Relevant EPR system experience e.g. Oracle Health and relevant dependent technologies;
- 2.2.2 Relevant NHS cultural and environmental experience e.g. Acute, Mental Health, Community, Ambulance etc;
- 2.2.3 Knowledge of ICD-10 and OPCS-4 classifications including the correct application of complex rules and conventions;
- 2.2.4 Experience working with clinical data standards (SNOMED, FHIR, HL7);
- 2.2.5 Experience with full interoperability, including integrated health engine platforms;
- 2.2.6 Knowledge and experience in the application of the NHS Service Standard;
- 2.2.7 Knowledge and experience in the application of the Government Technology Code of Practice;
- 2.2.8 Knowledge and Experience working to ISO27001, Cyber Essentials Plus and Data Security and Protection Toolkit;
- 2.2.9 Experience with the relevant infrastructure including both on-prem infrastructure and cloud / hybrid infrastructure;
- 2.2.10 Knowledge and understanding of specific health networking requirements and processes (including HSCN);
- 2.2.11 Relevant Experience in Clinical Safety Compliance (including) DCB0129 and DCB0160 standards;
- 2.2.12 Integration with National NHS Products e.g. NHS Care Records Service, NHS Appointment Booking, NHS Number etc;
- 2.2.13 Knowledge and experience in delivering data migration strategies, and managing implications for third party teams;
- 2.2.14 Reporting and knowledge of NHS Data Dictionary;
- 2.2.15 Broad understanding of patient healthcare processes (e.g. inpatients and outpatients) and patient pathways;

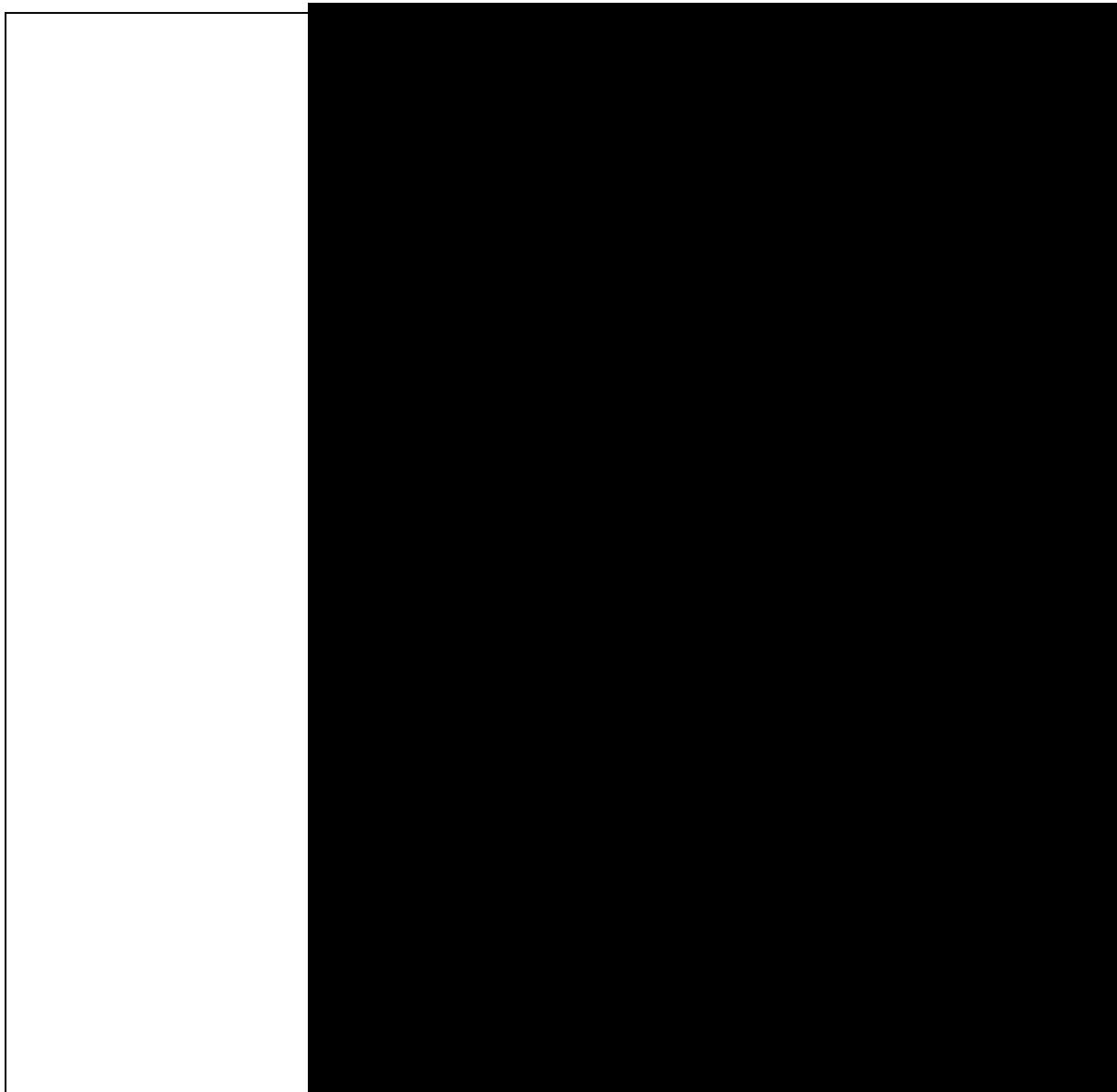
- 2.2.16 Demonstrable track record of supporting such implementations from failure to success.
- 2.2.17 Familiarity of the key programme workstreams require to ensure success.
- 2.2.18 Capability and experience of NHS exec level working & leadership.
- 2.2.19 Relevant Laboratory Information Management systems Experience and relevant dependent technologies such as order comms and sample tracking systems.
- 2.2.20 Relevant Image Management and Reporting, such as PACS, Pathology IMS and RIS systems and relevant dependent technologies such as order comms.

Tender Response

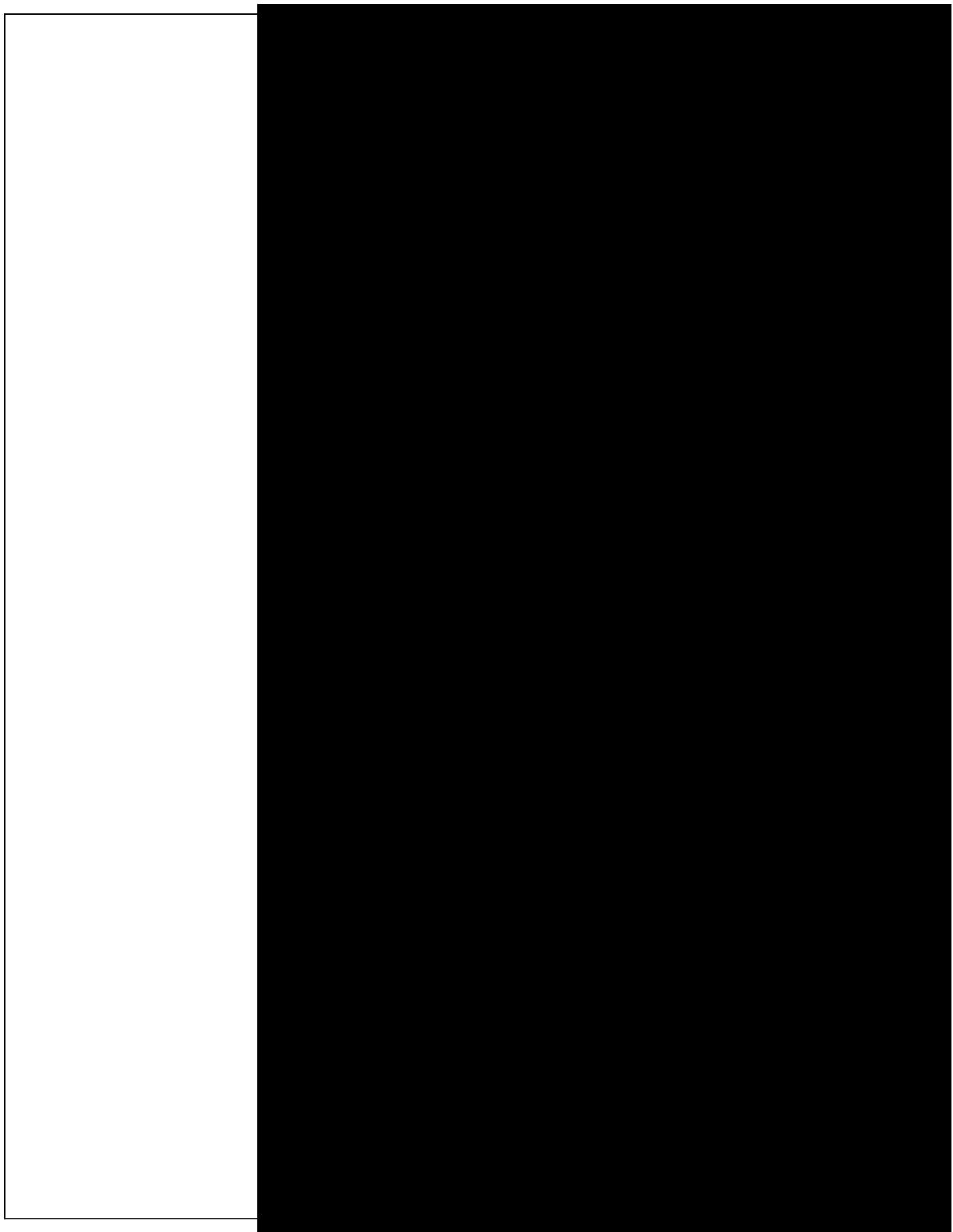
As per Tender response, the supplier has stipulated the following:

Question during ITT	KPMG Response
Annex 1 Supplier Personnel Sourcing of the ITT: This will detail how the Supplier will source the Supplier Personnel for each Statement of Work, including the required NHS / EPR experience and the maximum mobilisation timescales applicable to each role within the scope of the Contract (i.e. the maximum number of working days from approval of a Statement of Work to the commencement of the Service Personnel on the work included in a Statement of Work).	

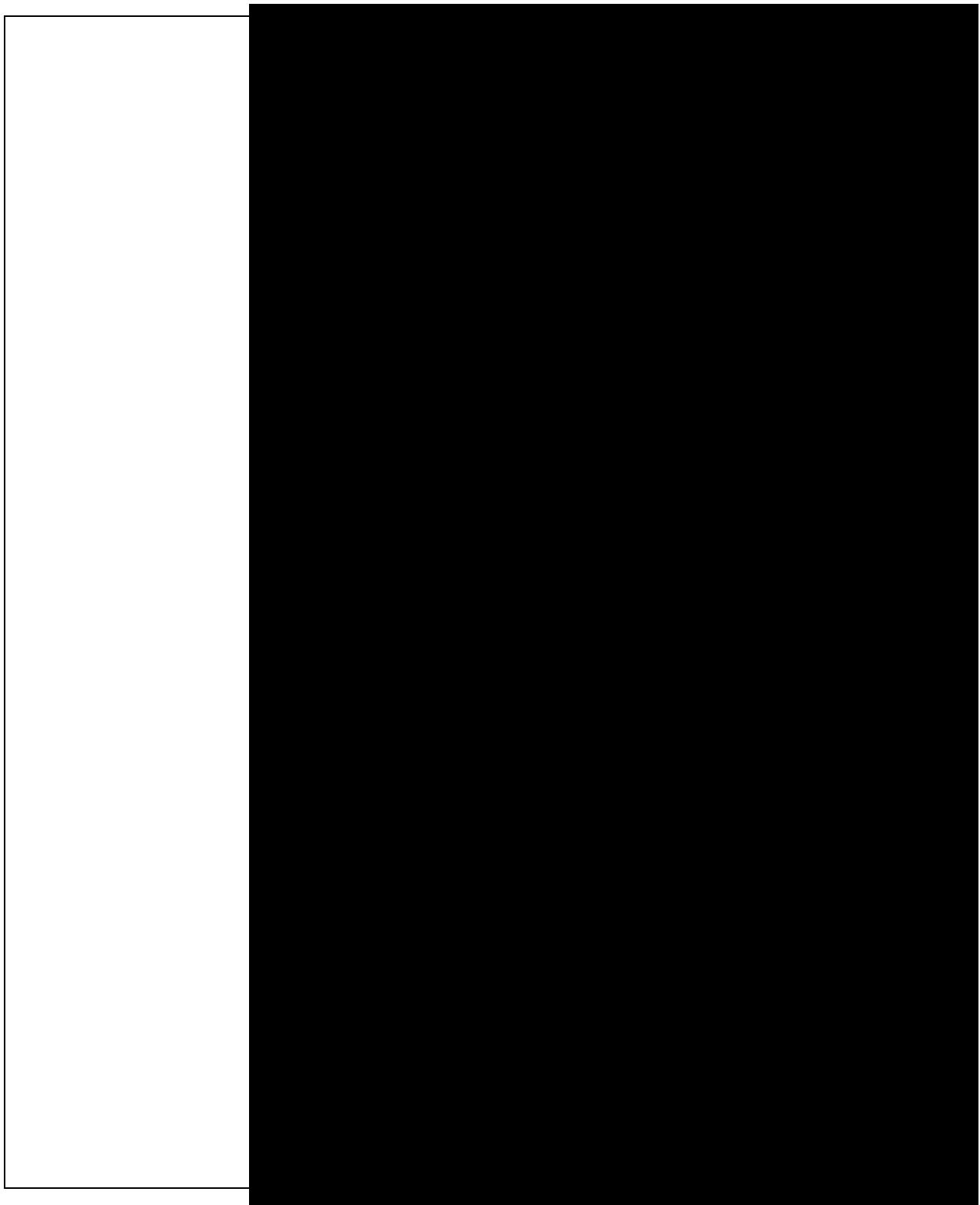




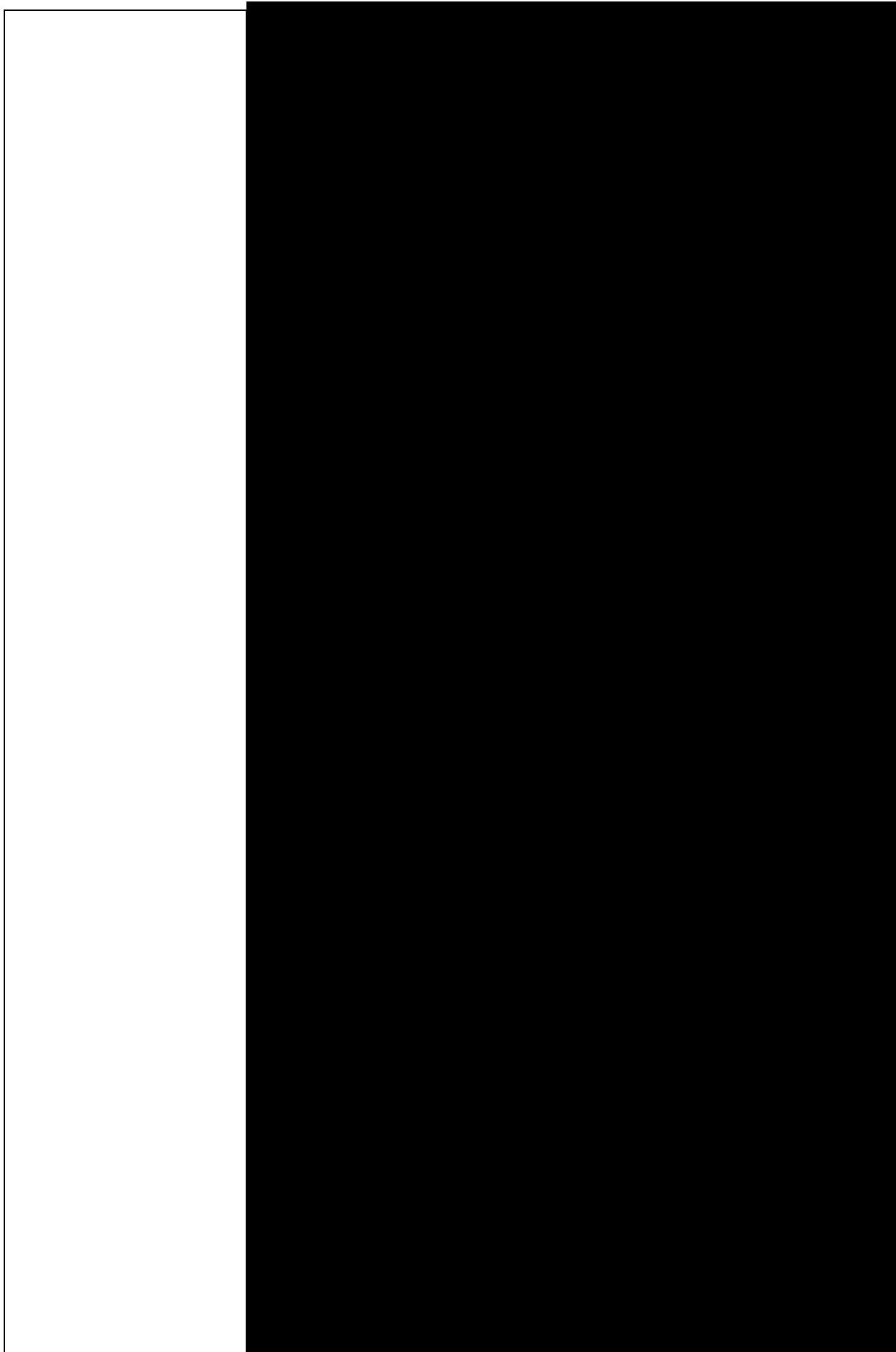








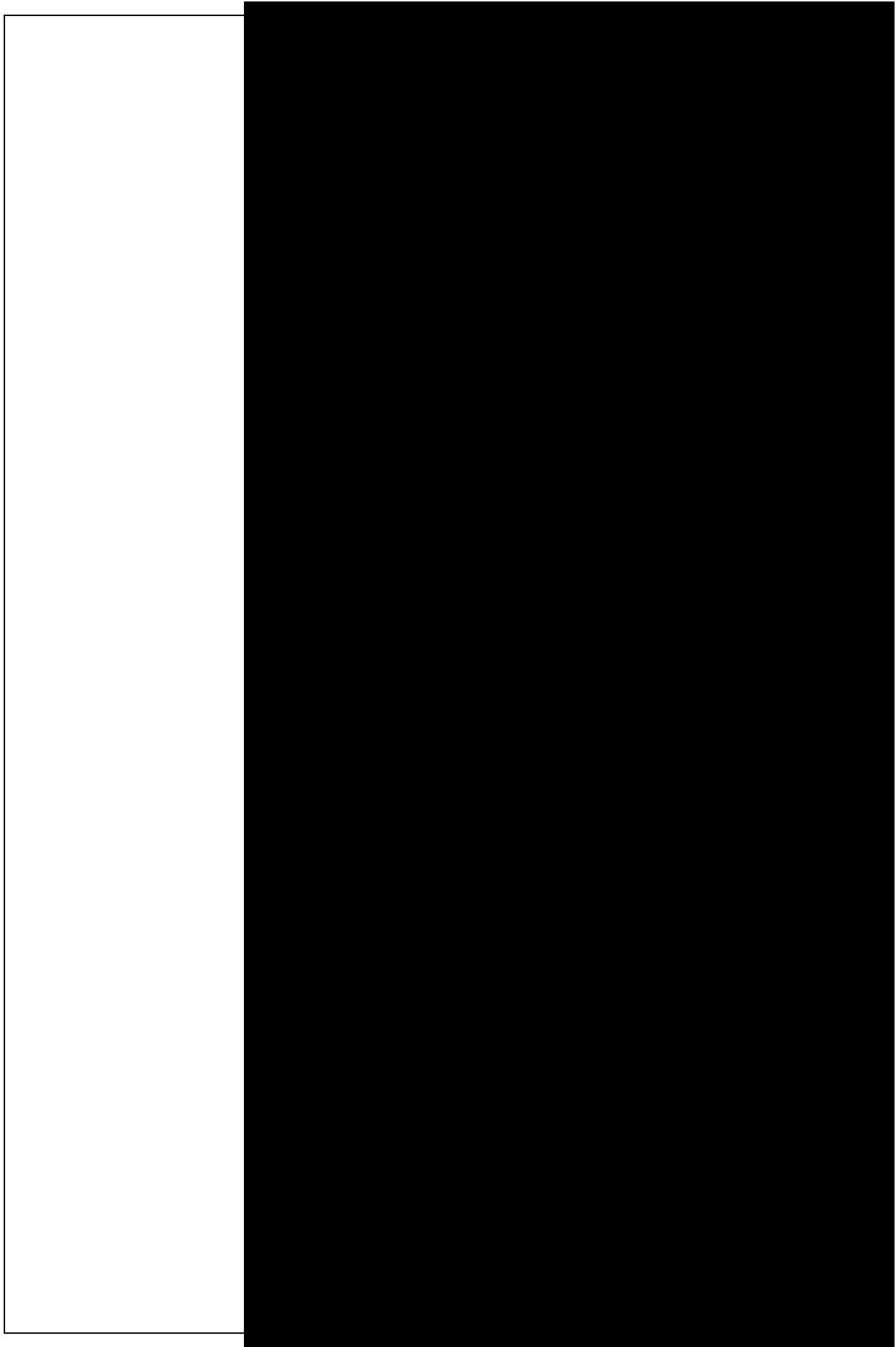
Question during ITT	KPMG Response
Annex 2 Current Operating Model Integration question from ITT: This will detail how the supplier will meet the requirements set out in Schedule 7, section 2 of this document.	[REDACTED]

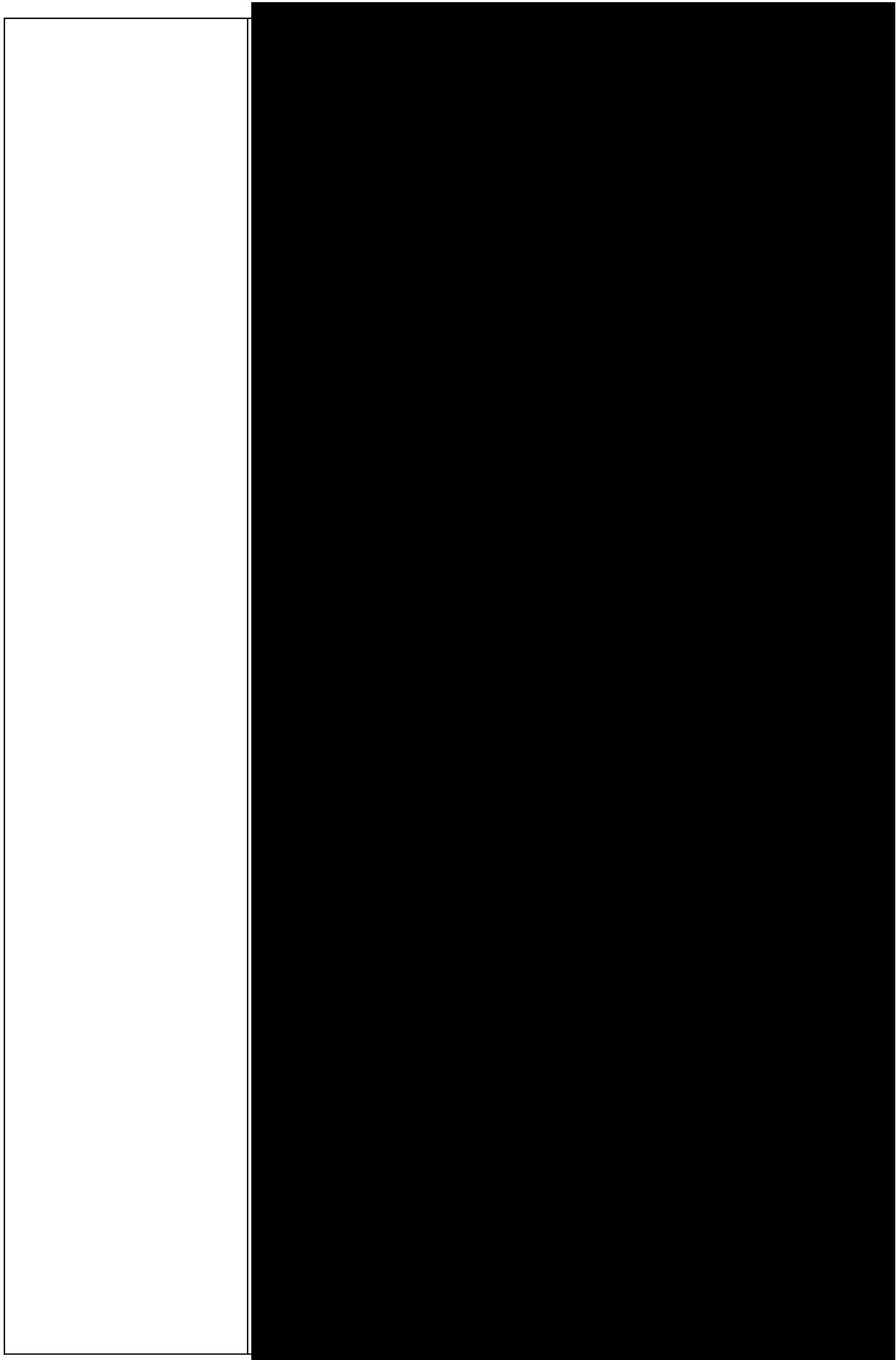


Annex 3 Quality and Consistency question from the ITT: This will detail the manner in which the Supplier shall ensure the quality and consistency of the provision of Statement of Work Solutions.

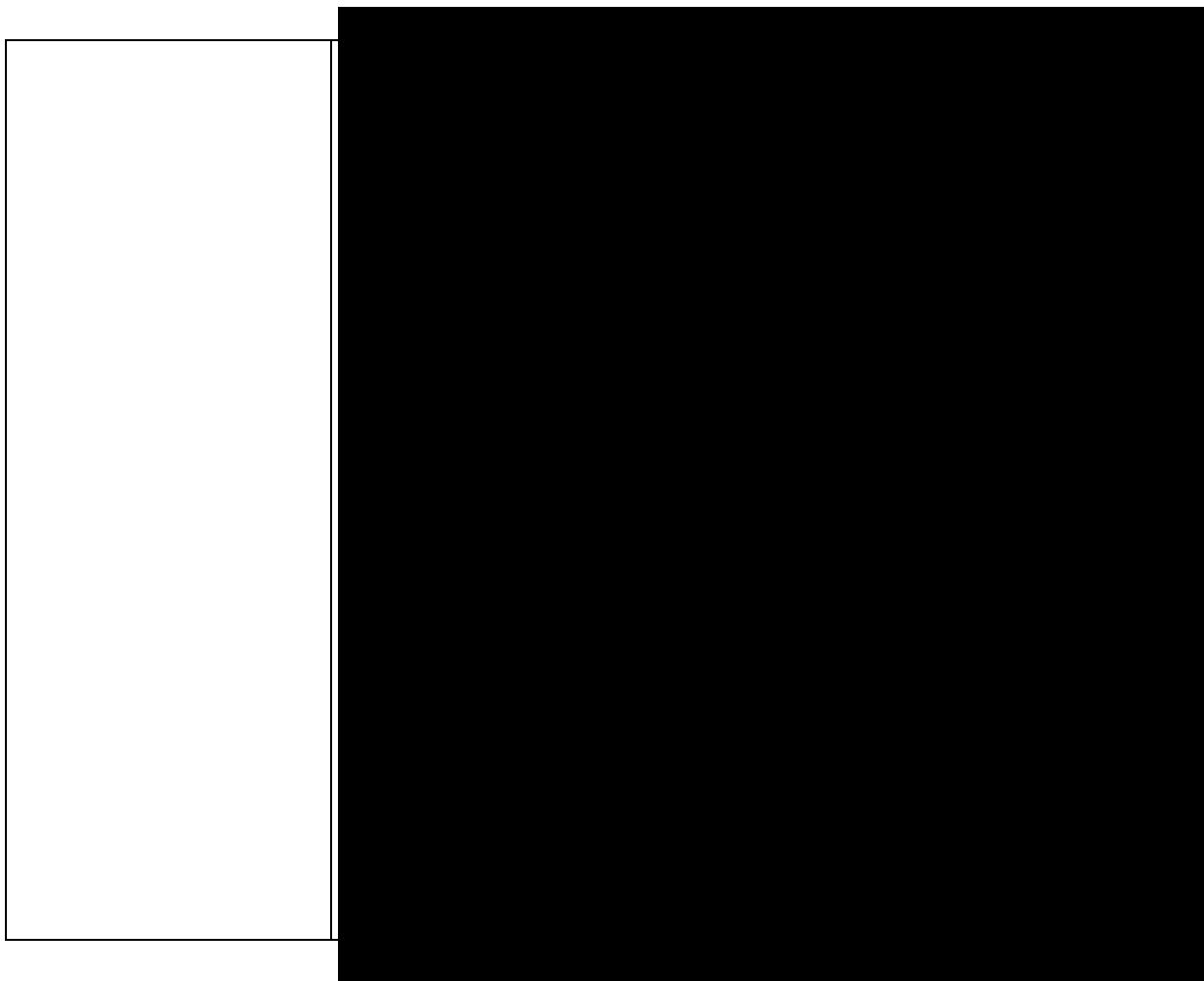
<p>Annex 4 Social Value: This will detail the manner in which the Supplier shall ensure that the provision of Statement of Work Solutions will meet the relevant social value requirements as set out in the ITT</p>	







<p>Annex 5 Sustainability of NHS resources question from the ITT: This will detail the supplier's approach to minimising any negative impact on the sustainability of NHS resourcing as a result of executing this contract.</p>	



Initial Call Off

3. Management oversight Statement of Work

3.0 The Authority hereby enters into the following Statement of Work included as part of this Framework Agreement for management and oversight services which shall commence on 28th April 2025 (or such earlier date as may be agreed) and which meets the following requirements and that are provided in the manner set out below:

- 3.0.1 building up a cohort of resources with specialist knowledge (cells) that can be called on and deployed across Service Recipients on similar EPR related tasks, thereby enabling and accelerating the setting up of a virtual centre of expertise;
- 3.0.2 attendance at weekly prioritisation and resourcing meetings with the Authority;
- 3.0.3 attendance at and contribution to scoping meetings on potential Statements of Work early with the Authority and the existing delivery partners;
- 3.0.4 the identification of themes and trends arising from Statements of Work with the objectives of identifying opportunities to enhance existing support offerings (e.g. learning labs, events etc);
- 3.0.5 on a monthly basis to provide lessons learned from the execution of Statements of Work to relevant stakeholders;

- 3.0.6 attendance at and contribution to bi-weekly briefings and strategy sessions as directed by the Authority. This is to ensure that all FDSO-related activities (including Tiger Teams) are undertaken in a value-adding, coherent manner, in line with priorities and stakeholder expectations;
 - 3.0.7 schedule and attend monthly relationship management meetings with key stakeholders of the FD Programme. This is to ensure our offering remains customer-centric on all fronts and remains aligned to the wider FD Programme activities, so that we maintain a joined-up, high-quality service that is relevant, timely and responsive;
 - 3.0.8 where the Authority determines, at its sole discretion, that a Service Recipient should receive urgent discovery support in order to identify how to mitigate a high risk issue, producing a Discovery Report summarising which of the standard SoW's most closely matches the issue and will lead to its resolution; and
 - 3.0.9 the Supplier Personnel providing these services shall have extensive NHS and EPR implementation experience.
- 3.1 The Supplier shall invoice quarterly in arrears for the services covered by this management oversight Statement of Work at the value set out in the Statement of work included below.
 - 3.2 The quality of the Supplier's performance of the services provided under this Statement of Work shall be reviewed on a regular basis (no less often than on a monthly) between the Authority and the Supplier. Where the Authority determines, acting reasonably, that the performance has not been acceptable (i.e. one or more of the requirements set out above have not been fulfilled), the Supplier shall:
 - 3.2.1 produce and agree a remediation plan with the Authority the objectives of which will be to correct the shortfalls in performance;
 - 3.2.2 enact the agreed remediation plan; andthe Authority shall have the right to withhold payment for the month in which the performance shortfall occurred until the remediation plan is effectively enacted and the performance shortfalls are corrected.

Tiger Teams Statement of Work - Management Oversight

Statement of Work Part 1	
Reference number: TBC – Management Oversight	
Authority: NHS England	Service Recipient: NHS England
Date completed: From Contract Commencement	
1. Overview of the Programme <i>To be drafted for use by the supplier</i>	
<p>The SoW will be enacted on signature of the contract and will be between the Supplier and the Authority only. It encompasses generic management oversight services and will last for the duration of the Contract.</p> <p>This SoW should cover management of the contract, running of the service (supplier side) and co-ordination of SoWs which would not be included in the individual Statement of Works with Trusts.</p>	
2. Scope (list as bullet points)	
IN SCOPE <ul style="list-style-type: none"> Management of the Supplier's Tiger Teams contract and day-to day operations. 	OUT OF SCOPE <ul style="list-style-type: none"> Management of any other services outside the Tiger Teams.
3. Outcome Based Service Specification (Scope of Work) including constraints <i>Details of the work required to be undertaken by the Tiger Team, this should include knowledge transfer requirements for the supplier where known e.g. blueprinting</i>	
As per the 'initial call off' section of Schedule 5 of this Framework Agreement.	
4. Confirm the Premises and Locations from where services are to be provided	
Not Applicable	
5. NHS Related Knowledge and Skills Required	
As per the 'initial call off' section of Schedule 5 of this- Framework Agreement.	
6. Requirement of On-Site vs Virtual Support <i>Provide rationale as to why on-site or virtual is required</i>	
The services provided to meet this Statement of Work will mainly be provided virtually. There may be requirements for the supplier to meet face to face with the Authority, this is deemed as 'infrequent' meaning no more than once or twice a month.	
7. Does IR35 apply to this work package?	
No	

8. Key Contacts *The below personnel will be consulted and informed throughout the engagement.*

No.	Name	Role	Organisation (& Team)
1			NHS England - Frontline Digitisation Support Offer (FDSO)
2			NHS England - Frontline Digitisation Support Offer (FDSO)
3	Multiple Names	FDSO Delivery Partners and Wider SMEs	Members of the FDSO - Internal to NHSE: Change Management, Clinical Informatics, Digital System Support, Data Collection and Improvement (DCI) Service and other NHSE subject matter experts. External to NHSE: PWC, SmartCo Consulting , Cloud 21
4	Multiple Names	Wider FD & Transformation Stakeholders	Transformation and Frontline Digitisation Teams including Commercial, Finance, Partnering Team, Frontline Digitisation Assurance Team.

9. Meeting Commitments *The below represent typical meeting attendance by the supplier with the Authority. With the exception of the Resource Cell, a report will be required for each of these meetings.*

No.	Description	Frequency	Duration
1	Contract, Finance and Performance Review	Monthly	1.5 Hours
2	Resource Cell to discuss triage of requests.	Weekly	1 Hour
3	FDSO Performance Review (with Assistant Director)	Bi-Weekly	1 Hour
4	SOW Progress Updates	Weekly	1 Hour
5	FDSO Steering Group	Bi-Monthly	1 Hour

AD-Hoc Meetings (As per Schedule 5 of the Framework Agreement)

10. Performance Management

The Authority has the right to withhold payment in accordance with clause 3.2 of the 'initial call off' section of Schedule 5 of this Framework Agreement.,

11. Timescales for Delivery

Requested Commencement Date: 28th April 2025

Estimated Completion Date: 31st March 2026

Duration: Expected to be 11 months in line with the contract start and end date.

12. Documents. Bidders should ensure they have read all documentation included within the ITT. The following documents, though not exhaustive, may help when completing this SoW.

Documents
1) Appendix 9 of the Tender – Current Operating Model Frontline Digitisation Programme (Contains Triage process for Resource Cell), this can be found in Schedule 7
2) Schedule 5 of this Framework Agreement (Initial call off)
3) Schedule 7 – Statement of Works Placing Procedure and Statement of Works. (Timeframes for SoWs)
13. Code of Conduct
To ensure a consistent professional approach during the engagement, the agreed 'Code of Conduct' is as follows: "We will: <ul style="list-style-type: none">• endeavour to Add Value• be Open and Honest, Constructive and Positive• demonstrate a Collaborative Approach• hold Confidential Interviews and Discussions (if required)• deliver a Confidential Report (if required)• respect each other• engage a 2 Way Learning Process• agree an appropriate working pattern We expect: <ul style="list-style-type: none">• necessary resources and documents to be made available in a timely fashion• any relevant new risks or issues to be shared with us". .
14. Contractual Provisions
The Call Off Terms applicable to this SoW can be found in 'Appendix A' of this Framework Agreement'. Any changes to this Statement of Works shall be in accordance with the Change Control Process which can be found in: 'Schedule 9' of this Framework Agreement The Contract Manager for the Supplier Shall be TBC The Contract Manager for the Authority shall be TBC It is an Extra Key Provision of the Call Off Terms that the Parties acknowledge that when performing Services under a Statement of Works the relevant Service Recipient is a Controller and the Supplier is the Processor in respect of Personal Data Processed under that Statement of Work unless otherwise agreed between the Parties in writing. Where required by any Service Recipient, the Supplier shall enter into such further agreements as the Service Recipient reasonably requires in relation to such processing and to be compliant with Article 28 of UK GDPR. The Supplier will comply with the Data Protection Protocol which is located in 'Schedule 3, Section 2.2 Data Protection Protocol' The Parties agree for the purposes of this SOW that no personal data shall be exchanged or processed, and that the Data Protection Protocol is not applicable.

15. Value of Indemnities Insurance or Indemnity Required where different than under the Call Off Terms

The Supplier shall put in place and maintain in force the following additional insurance cover with the following minimum cover per claim:

Type of insurance required	Minimum cover
Data Liability Insurance	[REDACTED]

16. Recommendation from FDSO Resource Cell

Recommendation to proceed or reject request for Tiger Teams, including rationale and any conditions to continue

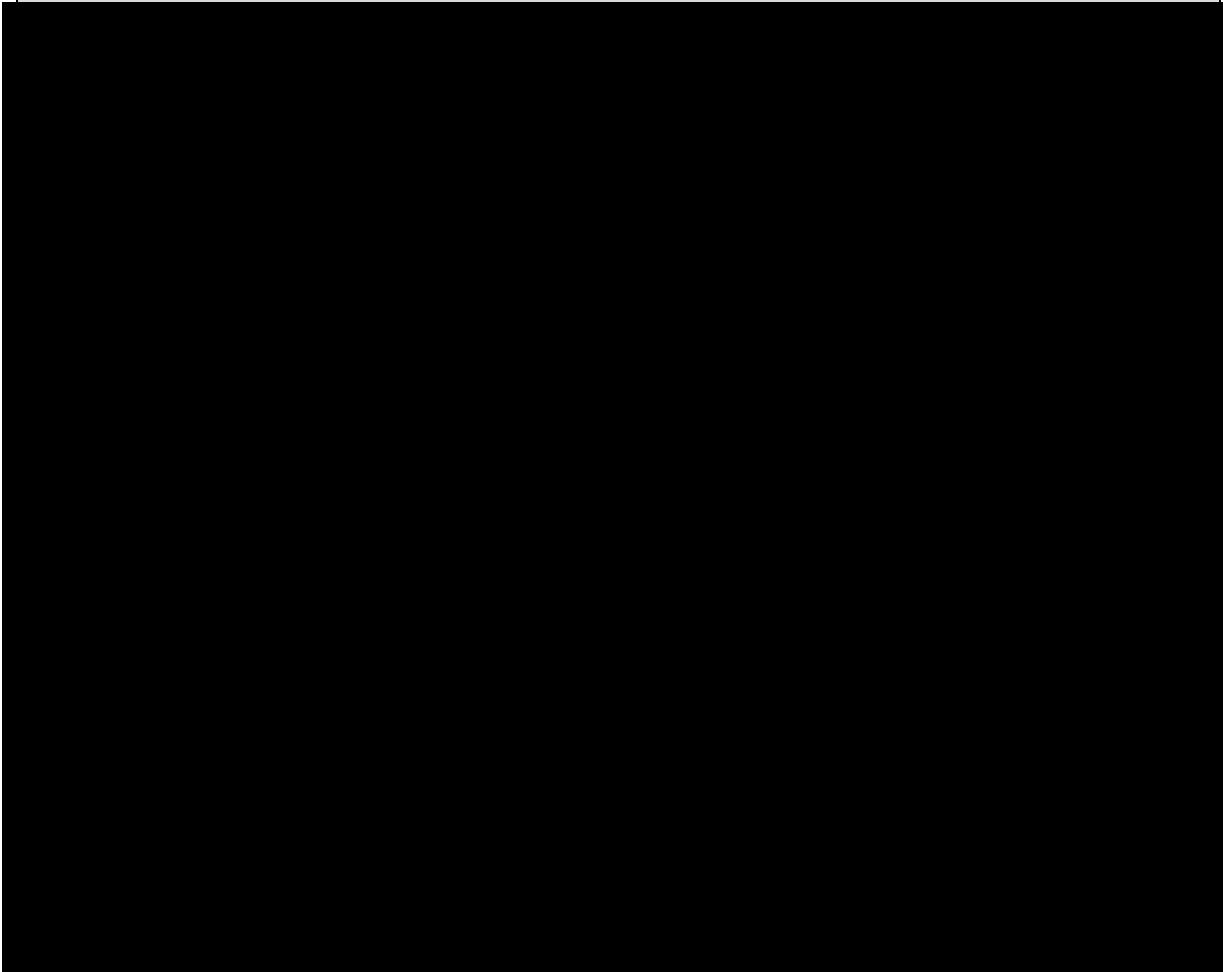
N/A

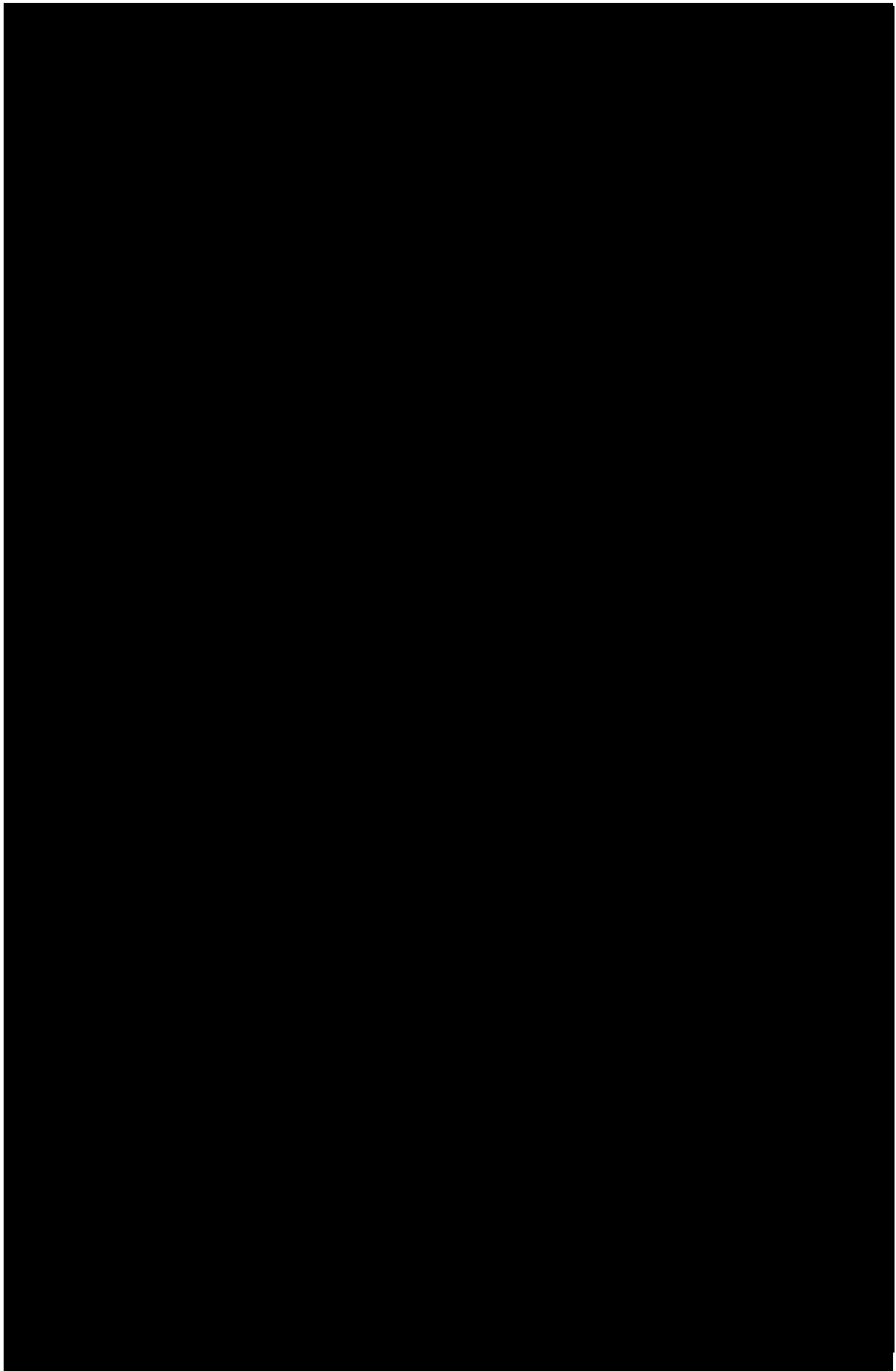
Statement of Work Part 2 – KPMG Response

Date completed: 09 December 2024

17. Overview of Supplier Solution

Including overview of solution and how it meets the Outcome Based Service Specification and how it will integrate with the existing FD Support Offer.





18. Service Solution (Scope of Work)

Details of the work required to set up and run the Tiger Team

19. Knowledge Transfer Approach

20. Standards to be applied.

21. Resources					
No.	Role	Relevant experience	Days p/week	On Site / Virtual	Total Days
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

22. Details of any non-staffing solutions

[REDACTED]

23. Contract Price

[REDACTED]

24. Resourcing Sustainability

Confirm resources proposed are not impacting the ongoing delivery of EPR deployments in Trusts or any other existing contracts with the Authority

[REDACTED]

25. Implementation Plan for Delivery

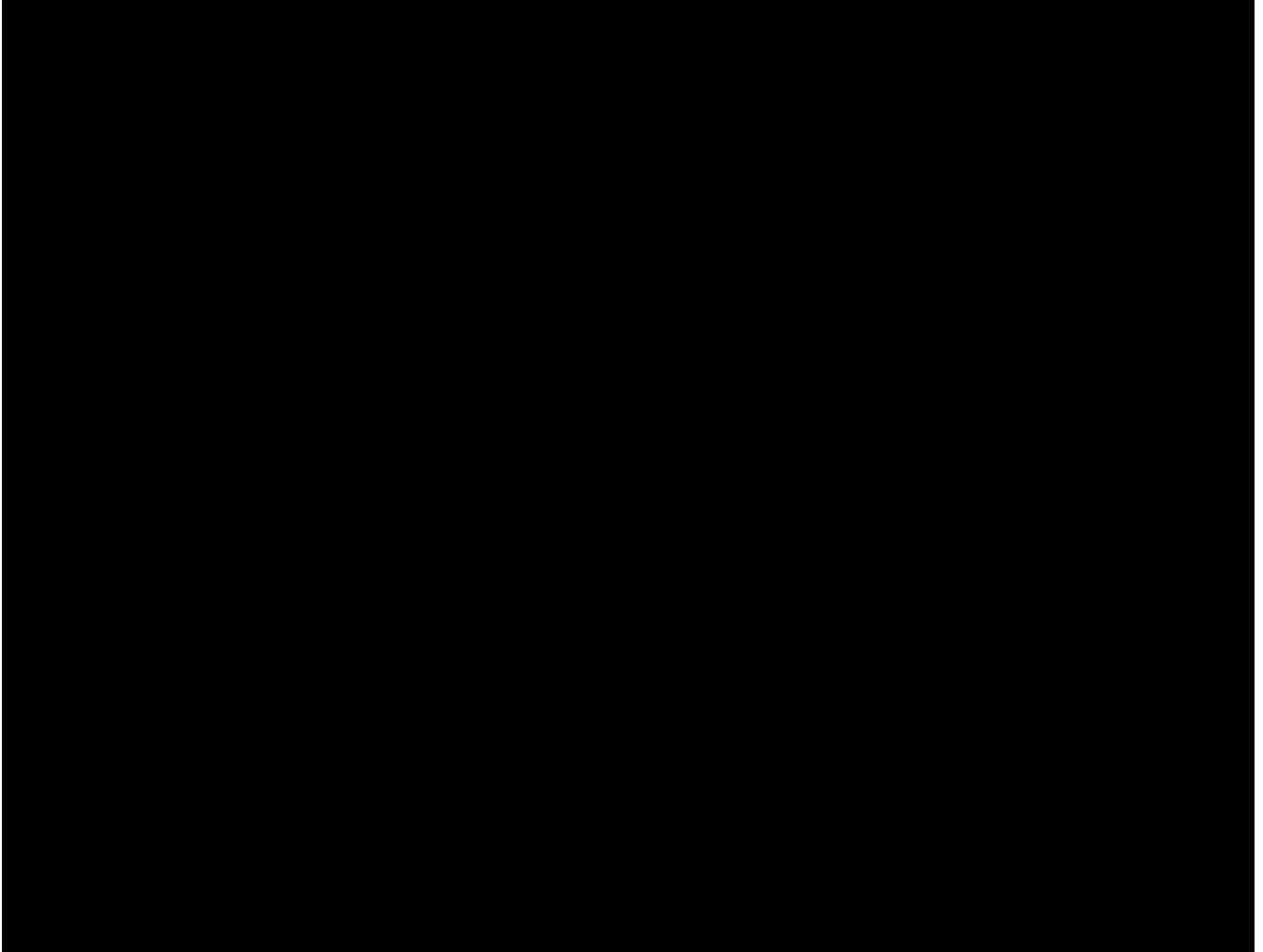
26. Payment Milestones							
Milestones		Amount					
Milestone 1: 1 st Quarterly fee for Management Oversight							
Milestone 2: 1 st Quarterly fee for Management Oversight							
Milestone 3: 1 st Quarterly fee for Management Oversight							
Milestone 4: 1 st Quarterly fee for Management Oversight							
Work Package Risk and Contingency – Only to be invoiced upon agreement with the Authority at completion of this Statement of Work.							
Total							
27. Expenses Forecast							
<i>Include breakdown of travel and accommodations include mode of transport.</i>							
This is not applicable to this SoW example.							
28. Delivery Lead (insert more lines as required)							
#	MAIN CONTACT Name	Role	Organisation (& Team)	Contact Info			

	Overall accountability for delivery of TT Services	KPMG, Digital Health	
	Overall responsibility for management oversight and SoW delivery	KPMG, Digital Health	

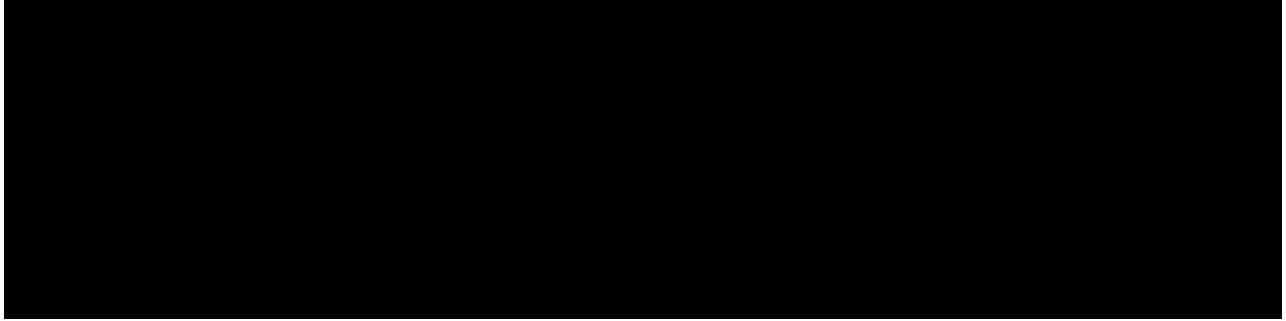
29. Authority Responsibilities

Please provide a bulleted list.

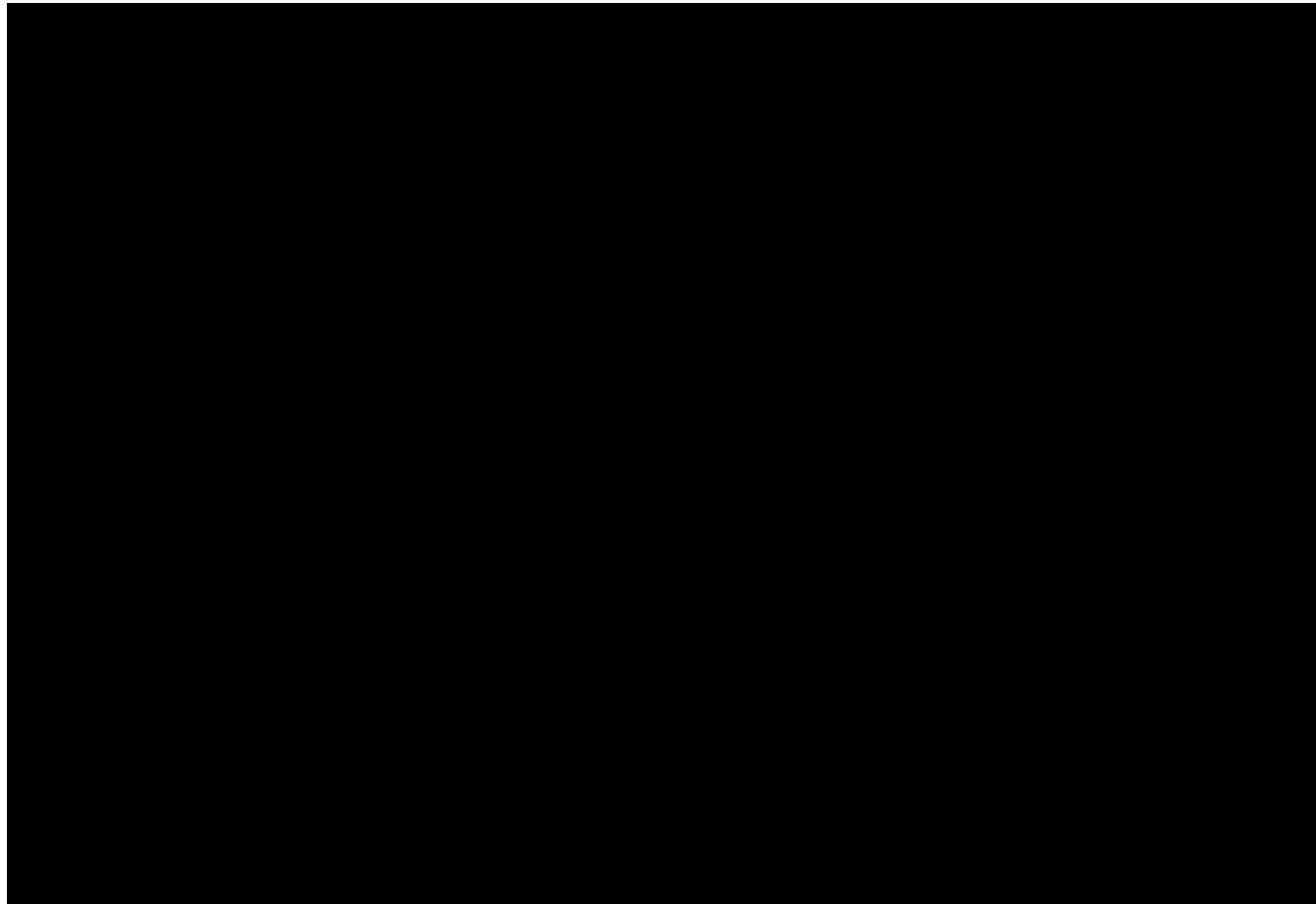
Note, responsibilities should include any dependencies on NHS England or suppliers to NHS England



30. Key Risks and Mitigations



Risk	Impact	Mitigation
[REDACTED]	[REDACTED]	[REDACTED]



Please provide details of any variations which would arise in the delivery of this statement of work, should any NHS Setting or System Supplier, give rise to a variance.

There would be no variations which would arise should any NHS Setting or System Supplier give rise to a variance

Tiger Teams Statement of Work, Management Oversight - Implementation plan

How our SoW uses innovative approaches to deal with the key issues and maximises performance

Figure 1: Joint consortium and FDSO programme governance

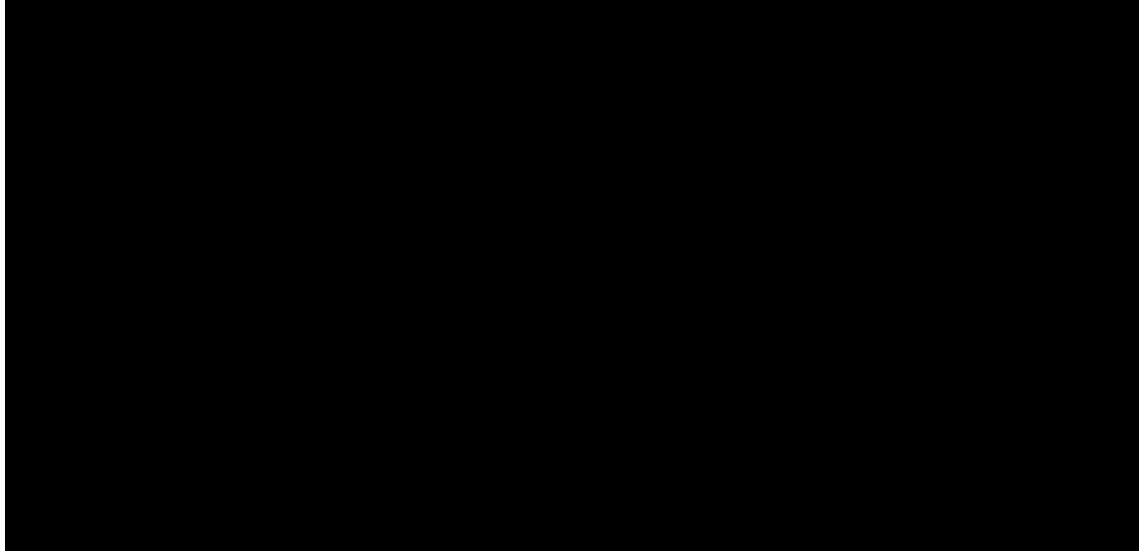
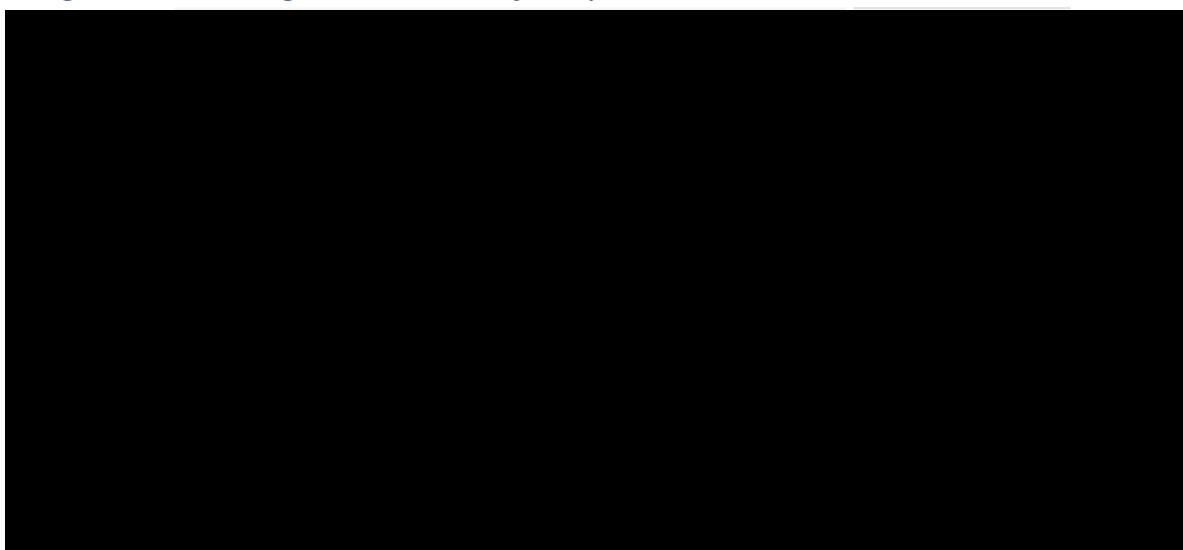


Figure 2: Joint Oversight and EPR Advisory Groups



Element	Responsibility	19 th to 31 st March 2025	April 2025	May to June 2025	July to Sept 2025	Oct to Dec 2025	Jan to Feb 2026	March 2026
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Commercial Schedule for Tiger Teams Statement of Work - Management Oversight

Supplier Name	KPMG LLP				
Work Package 1: This is the Statement of Work Package for the Delivery of Management Oversight Responsibilities. For details of this Statement of Work Package 1 please refer to Appendix 4 Part B					
Role Type	Role Name	Role Level	Daily Rate (Ex VAT)	Number of Days	Total
Other	EPR Programme Director	EPR Programme Director		11	
Other	Project Management	Programme Director		44	
Other	Project Management	Assistant Project Manager		110	
Other	Project Management	Programme Manager		55	
Other	Project Management	Assistant Project Manager		110	
Other	EPR Programme Director	EPR Programme Director		11	
Other	Project Management	Programme Director		44	
Other	Project Management	Assistant Project Manager		110	
Other	Project Management	Programme Manager		55	
Other	Project Management	Assistant Project Manager		110	
Total Daily Rate Cost for the Sample Work Package					
Non-staffing & Material Costs (please itemise below using more rows if necessary)					
					£-00
					£-00
					£-00
Total Non-Staffing & Material Costs					
Work Package Risk and Contingency Costs £					
Total Work Package Cost £					

Framework Agreement KPIs

The KPIs for the Supplier will each be rated monthly on the following scale:

- Good: Performance is meeting or exceeding the key performance indicators
- Approaching target: Performance is close to meeting the key performance indicators
- Requires improvement: Performance is below the key performance indicators
- Inadequate: Performance is significantly below the key performance indicators
- Other: Where performance cannot be described as good, approaching target, requires improvement or inadequate (e.g. where no data is available or where relevant service delivery has not taken place).

The following KPIs will be measured for each SoW:

KPI	Category	Good	Approaching target	Requires improvement	Inadequate
Mobilisation timescales: the extent to which the number of days from SoW signature to delivery commencement meets the maximum mobilisation timescales agreed in the contract.	Quality	Fully met	Mobilisation timescales are <=10% greater than the contractual position	Mobilisation timescales are >10% and <=25% greater than the contractual position	Mobilisation timescales are >25% greater than the contractual position
Service quality: the extent to which the quality of the solution meets that set out in the SoW. This will need to be measured by satisfaction of customer (Service Recipient)	Quality	Fully met	Only minor shortfalls	One major shortfall	More than one major shortfall

Delivery timescales: the extent to which the Milestone Dates in the SoW were achieved or bettered (excluding delays caused by the Service Recipient).	Quality	Fully met	A delay of <=5%	A delay of >5% and <=10%	A delay of >10%
---	---------	-----------	-----------------	--------------------------	-----------------

The performance reporting regime for the KPIs will operate as follows:

- 1) Within 10 Business Days of the end of each month, the Authority will produce a draft performance report ("Draft Performance Report") including the performance against the above KPIs for each SoW that was in-progress or completed in the month. The Authority will collaborate with the relevant Service Recipients in determining the draft rating for each KPI for each SoW.
- 2) The Authority will meet with the Supplier to agree the "Final Performance Report" using the Draft Performance Report as the basis from which to develop the "Final Performance Report". Should the parties not be able to agree the content for one or more SoWs, The Authority will determine the position acting reasonably.
- 3) When reporting KPIs to the central digital platform, the KPIs agreed or determined for each SoW that was completed since the last KPI report to the central digital platform, will be used to produce the "Central KPI Report". The rating against each KPI in the "Central KPI Report" will represent the average performance of all of the SoWs that were completed since the last KPI report to the central digital platform. For example:

If 10 SoWs were completed and scored as follows against a KPI, the rating on the "Central KPI Report" would be as illustrated below (based on the following conversion of ratings to numbers: Good = 4, Approaching target = 3, Requires improvement = 2, Inadequate = 1 and other is not included unless all SoWs are other OR there is only 1 SoW and it is other, where the rating will be Other).

SoW scores: 4, 3, 2, 1, 4, 3, 3, 2, 1, 4

Average score: 2.7 (27/10)

Overall rating: 3 rounded.

The Supplier will use the monthly Final Performance Report to inform continuous improvement plans.

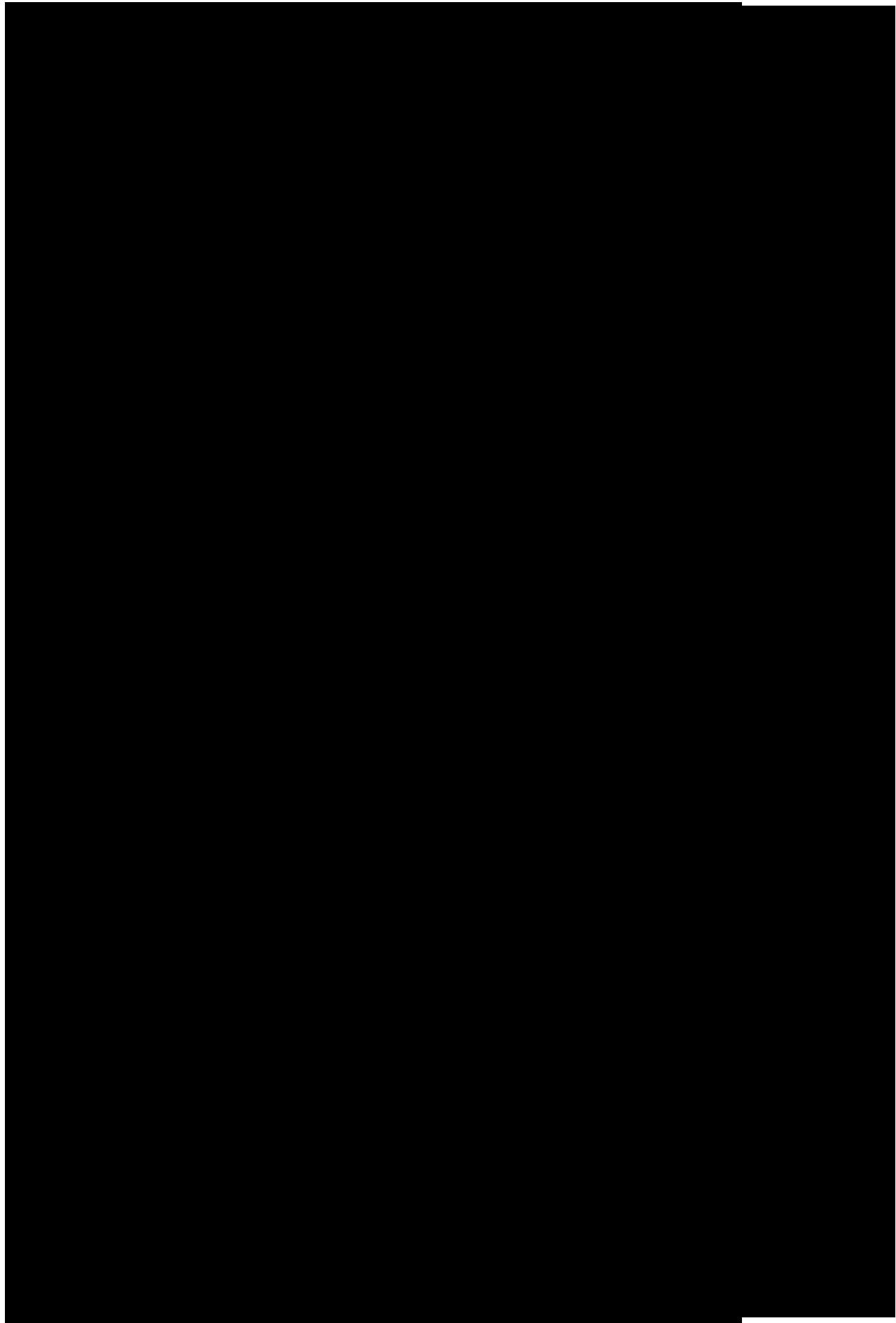
Schedule 6

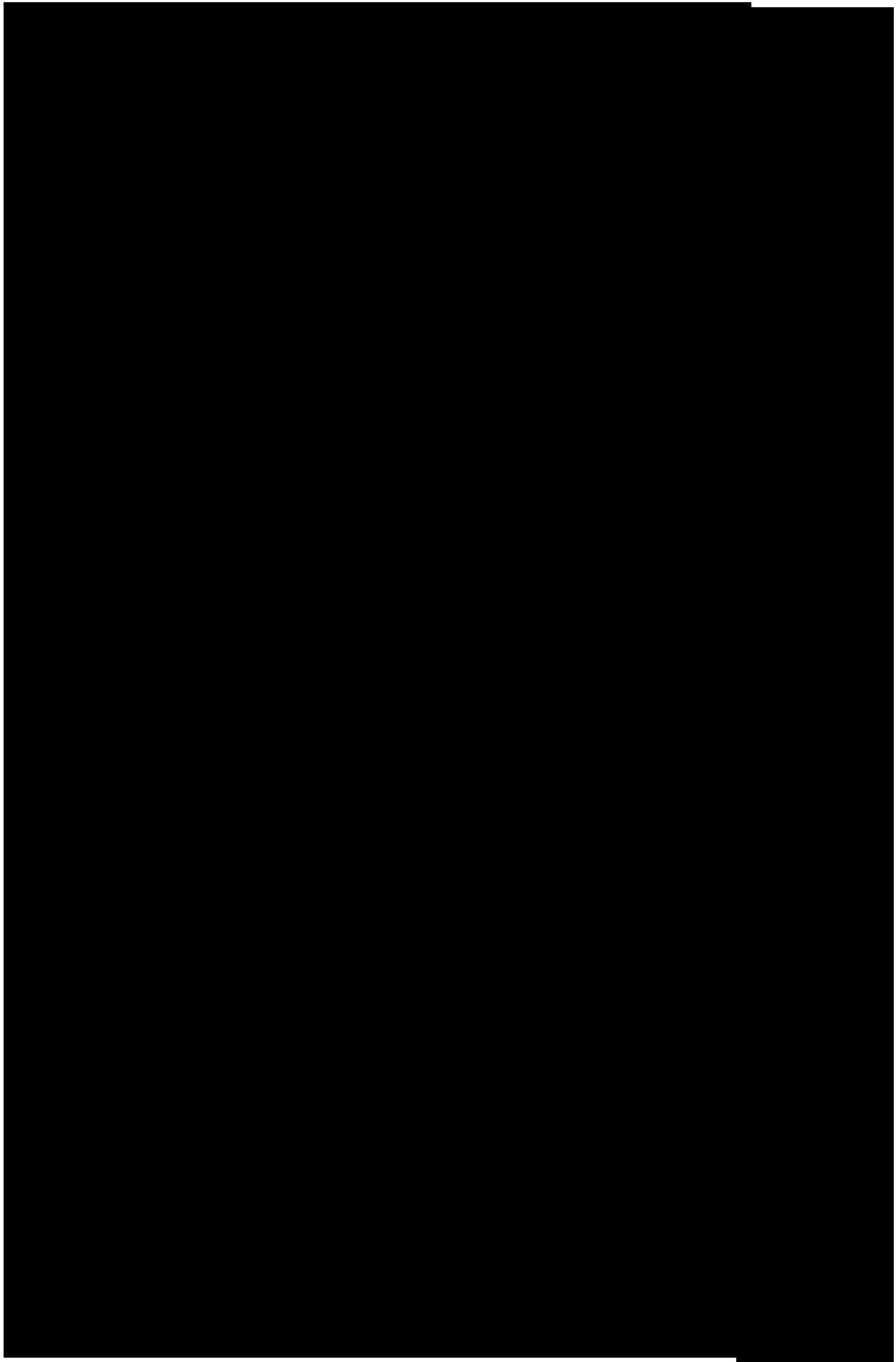
Commercial Schedule

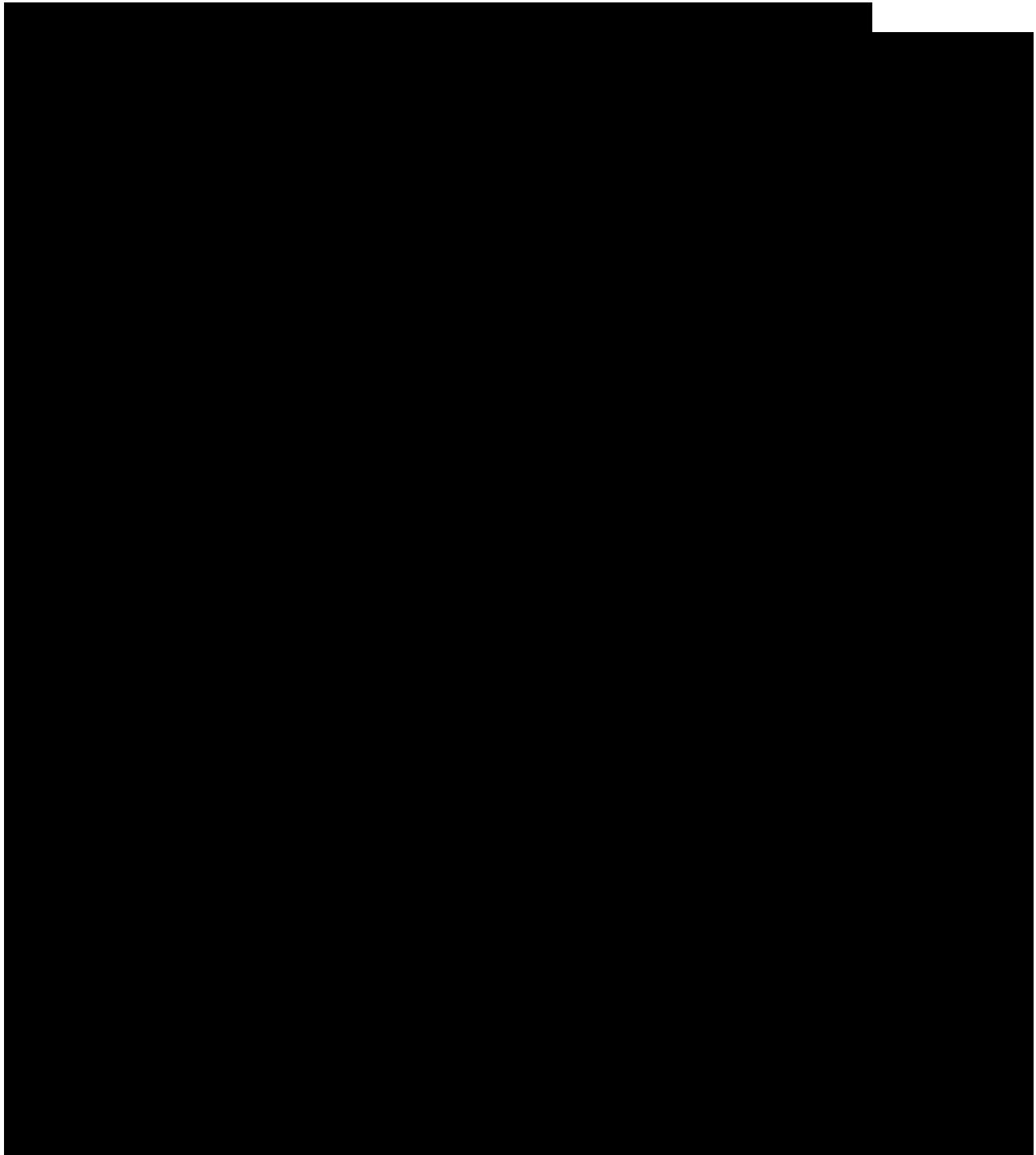
The example Statement of Works and KPMG's responses (contained within the ITT response) will be used alongside the Rate Card below to compare 'similar' Statement of Works once the contract is live, to ensure the costs are in line with KPMG's submitted Tender Response.

KPMG's Rate Card as submitted during ITT:

Role Type	Role Name	Role Level	Daily Rate (Ex VAT)







Schedule 7

Note: - As agreed by both parties on 25/04/2025

During the term of the Contract and the scoping of SOWs, the Parties acknowledge the need for a simplified process of deploying Statement of Works to ensure support can be deployed in a proportionate timescale to deliver service. To support this, the Parties agree to work together to minimise the burden of multiple, low value SoW's through planning, amalgamation of works or extensions to existing SoW's where appropriate without compromising quality and the Authorities standing financial instructions (SFI's). The Parties shall agree a governance sign off for each SOW.

Statements of Works with a value of [REDACTED] (not including VAT) or less shall be called Work Orders. The Authority has different internal approvals process for Statement of Works with a value above [REDACTED].

Statement of Works Placing Procedure and Statement of Works

1. Statement of Work Process

- 1.1 The Authority shall be responsible for ensuring that the Service Recipient applicable to a Statement of Work complies with the Statement of Work process set out in this Schedule 7. Each Statement of Work shall be in the form of the template included in this Schedule 7.
- 1.2 There will be two types of Statement of Work, a discovery Statement of Work, and delivery Statement of Work. Discovery Statement of Works are not anticipated to be required in all instances to define a delivery Statement of Work; however, both the Supplier and the Authority, acting reasonably, may request discovery Statement of Works.
- 1.3 Unless agreed otherwise by the parties, acting reasonably, the timescales set out below will apply to the process for progressing a Statement of Work from draft Statement of Work Requirement through to obtaining approval of a Statement of Work from the Authority and the relevant Service Recipient:

Finalising a Statement of Work Requirement

- 1.3.1 the Supplier shall review the Statement of Work Requirement and raise any clarification queries with the Authority within 2 Working Days of receipt of the request to complete a Statement of Work;
- 1.3.2 where the Supplier, acting reasonably, requires a call with the Authority to discuss the Statement of Work Requirement, the Authority shall attend such call within 2 Working Days of receipt of such a request and shall ensure that personnel that are familiar with the Statement of Work Requirement are in attendance;
- 1.3.3 the Authority shall update the Statement of Work Requirement to address any clarification queries raised by the Supplier within 2 Working Days of receipt of the clarification queries;
- 1.3.4 where the Authority, acting reasonably, requires a call with the Supplier to discuss the clarification queries, the Supplier shall attend such call within 8 Working Hours of receipt of such a request and shall ensure that Supplier Personnel that are familiar with the Statement of Work Requirement are in

attendance;

- 1.3.5 the parties shall make reasonable endeavours to finalise the Statement of Work Requirement within 5 Working Days of the issue of the request from the Authority to the Supplier to complete a Statement of Work;
- 1.3.6 the parties shall make all reasonable endeavours to accelerate the timescales outlined above in the event that a Service Request is deemed "urgent" i.e. there is significant risk to the Programme which requires immediate resolution.

Finalising a Statement of Work Solution

- 1.3.7 in response to a request from the Authority to produce a Statement of Work Solution for a finalised Statement of Work Requirement, the Supplier shall produce a draft Statement of Work Solution and submit the same for review by the Authority within 2 Working Days;
- 1.3.8 the Authority and the relevant Service Recipient shall review the draft Statement of Work Solution and raise any clarification queries and/or issues with the Supplier within 2 Working Days of receipt of the draft Statement of Work Solution;
- 1.3.9 where the Authority, acting reasonably, requires a call with the Supplier to discuss the Statement of Work Solution, the Supplier shall attend such call within 8 Working Hours of receipt of such a request and shall ensure that Supplier Personnel that are familiar with the Statement of Work Solution are in attendance;
- 1.3.10 the Supplier shall update the Statement of Work Solution where appropriate to address any clarification queries and/or issues raised by the Authority within 2 Working Days of receipt of the clarification queries and/or issues;
- 1.3.11 where the Supplier, acting reasonably, requires a call with the Authority to discuss the clarification queries and/or issues, the Authority shall attend such call within 15 Working Hours of receipt of such a request and shall ensure that Authority personnel and/or Service Recipient personnel that are familiar with the Statement of Work are in attendance;
- 1.3.12 the parties shall make reasonable endeavours to finalise the Statement of Work Solution within 5 Working Days of the issue a request from the Authority to the Supplier to produce a Statement of Work Solution;

Approval of a Statement of Work

- 1.3.13 the Authority shall make reasonable endeavours to secure approval of the Statement Of Work within a maximum of 15 Working Days of the finalisation of a Statement of Work Solution;

Authority rights to cease progression of a Statement of Work

- 1.3.14 at any point in the above process the Authority has the right to cease progression of a Statement of Work;
- 1.3.15 where the progression of a Statement of Work is ceased by the Authority, the Authority shall provide the Supplier with a notification stating that the Statement of Work is no longer required, and such notification shall include the reasons for the cessation of progression;

Supplier rights to reject of a Statement of Work

- 1.3.16 the Supplier shall only be entitled to reject a proposed Statement of Work where the Supplier evidences to the Authority's satisfaction, acting reasonably, that provision of the services required to meet any proposed Statement of Work would:
- (a) be outside of the scope of the Contract;
 - (b) materially and adversely affect the risks to the health and safety of any person;
 - (c) infringe any Law;
 - (d) be technically impossible; and/or
 - (e) represent a significant conflict of interest for the Supplier or the Supplier's intended Sub-Contractor (where it is not possible for the Supplier to Sub-Contract with an alternative party) which cannot be resolved with ethical agreements.

2. Provision of the Statement of Work Solutions

- 2.1 The Current Operating model was included in the Tender in the file named "Appendix 9 - Current Operating Model Frontline Digitisation Programme".
- 2.2 The Supplier shall perform the following interactions with the Current Operating Model, and its evolution over the term of the Contract, for each Statement Of Work in a collaborative manner and in accordance with the approach set out in Annex 2 included in Schedule 5 of this Agreement:
- 2.2.1 schedule regular update sessions (frequency to be determined in the Statement of Work) on progress with relevant regional and engagement leads, and the senior management team where appropriate;
 - 2.2.2 schedule regular update sessions with relevant SMEs from NHSE (frequency to be determined in the Statement of Work) where appropriate;
 - 2.2.3 provide highlight reports to all stakeholders of the Statement of Work.
- 2.3 The Supplier shall ensure the quality and consistency of approach across Statement of Works in accordance with the approach set out in Annex 3 of Schedule 5 of this Agreement.
- 2.4 The Supplier shall minimise any negative impact on the sustainability of NHS resourcing via the provision of the Statements of Work in the manner set out in Annex 5 of Schedule 5 of this Agreement.
- 2.5 The Supplier shall, where specified as required for a Statement of Work by the Authority, provide Supplier Personnel on the Service Recipients site.
- 3. Social Value**
- 3.1 The Supplier shall ensure their solution to meeting the social value requirements at 3.1.1 to 3.1.9 below, as set out in Annex 4 of Schedule 5 of this document, is applied appropriately to all Statement of Work Solutions:
- 3.1.1 the Supplier shall have initiatives to upskill local workforce with specialist

- technical DDaT /EPR implementation skills (particular attention should be given to supporting disadvantaged or minority groups);
- 3.1.2 the Supplier shall have measures to encourage more people into DDaT roles within the NHS;
- 3.1.3 the Supplier shall proactively share EPR implementation related knowledge with the NHS;
- 3.1.4 the Supplier shall support innovation to reduce carbon emissions per year;
- 3.1.5 the Supplier shall increase recycling rates and reduce waste to landfill;
- 3.1.6 the Supplier shall increase use of environmentally friendly means of travel for staff and fleet;
- 3.1.7 the Supplier shall reduce overall energy consumption / water consumption per year;
- 3.1.8 the Supplier shall increase the use of renewable energy / community generated renewable energy as a proportion of total energy consumption; and/or
- 3.1.9 the Supplier shall monitor and train any Sub-contractors to achieve improved environmental objectives.

4. Charges

- 4.1 The charges for each Statement of Work shall be agreed on a case-by-case basis, subject to the following conditions:
 - 4.1.1 the day rates for each role shall not exceed those agreed in the rate card for the Contract as set out in Schedule 6;
 - 4.1.2 any risk related contingency charges will be fully explained with supporting rationale for their calculation;
 - 4.1.3 where a Service Provider Solution has similarities, wholly or in part, with any of the worked example solutions set included as part of its Tender Response, the charges for those similar components shall not exceed the charges set out in those worked examples.
- 4.2 All Statement of Works will be priced on a fixed price basis.
- 4.3 The Authority shall be responsible for paying the charges due under the Statement of Works in accordance with the payment triggers/milestones set out in the same.

5. Expenses

- 5.1 Where a Statement of Work requires any of the Supplier Personnel to provide the services at a Service Recipient's site, expenses will be paid based on NHS England's rates which are set out in the file named "Business Travel and Expenses Policy" provided shown below.



Business Travel and Expenses Policy

Business Travel and Expenses Policy

Version number and status:	2
First published:	14/11/2017
Date updated:	15/05/2024
Next review date:	15/05/2026
Policy prepared by:	Policy Sub-Group
Policy owner:	[REDACTED]
Policy approved by and date:	Executive HR Group 02/05/2024
Brief summary of changes since previous version:	<ul style="list-style-type: none"> The hotel accommodation caps have increased: <ul style="list-style-type: none"> London up to [REDACTED] per night outside London up to [REDACTED] per night To encourage colleagues to use more sustainable ways of travelling, we have increased the rate you can claim when you need to travel by car and take colleagues as passengers, and the cycle rate: <ul style="list-style-type: none"> passenger rate: [REDACTED] pedal cycle rate: [REDACTED] <p>Note, reimbursements above His Majesty's Revenue & Customs (HMRC) approved rates of [REDACTED] and [REDACTED]</p>

2

[REDACTED]	[REDACTED] per mile respectively are taxable.
	<ul style="list-style-type: none"> All employees can only claim for the subsistence rates in this policy. This includes Monitor staff who previously retained their subsistence rates and legacy NHS Digital colleagues who were previously able to claim [REDACTED] breakfast allowance, which is not permitted in this policy.
	<ul style="list-style-type: none"> Domestic flights within mainland UK have not been permitted since 2020, and this is now incorporated into this policy. The revised booking system and approval mechanism reflect this.
	<ul style="list-style-type: none"> The revised approval process for air travel is outlined in this policy. Air travel cannot be booked until approval by the panel has been granted.
	<ul style="list-style-type: none"> Further guidance has been provided on HMRC rules around travel for contractual home-based workers, geographic workers, and dual based staff.

Contents

1. Purpose	5
2. Scope	5
3. Principles	6
4. Roles and responsibilities	7
4.1 Employee responsibilities	7
4.2 Line manager/approver responsibilities	8
4.3 HR & OD responsibilities	10
4.4 Business Services team responsibilities (for EASY expenses system for legacy NHS Digital users)	10
4.5 Corporate Compliance team responsibilities	11
4.6 Corporate Social Responsibility team responsibilities	11
4.7 Commercial team responsibilities	11
5. Policy requirements	11
5.1 Business travel	11
5.2 Subsistence	17
5.3 Other business expenses	19
5.4 Expense claims and valid receipts	19
5.5 Monitoring business travel and expenses spend	20
6. Equality and Health Inequalities Assessment	20

This is a controlled document. The electronic version on the intranet is the controlled version and any printed copies are not controlled.

As a controlled document, this document should not be saved onto local or network drives and should always be accessed from the intranet.

1. Purpose

As a public body, NHS England must ensure the highest standards of rigour, value for money and propriety in the way that we deliver our objectives and support the wider NHS to improve patient outcomes.

This policy covers business travel and related expenses for authorised duties that are a requirement of an individual's role with NHS England. It describes the rules you must comply with to reduce business travel and minimise costs to the taxpayer.

We can use technology and smarter working techniques to work remotely and in person, while continuing to connect face-to-face with our colleagues and external partners. It is largely expected that by using these practices there will be less need for business travel, minimising costs and environmental impact.

We also recognise the real benefits of in-person connections from a work, productivity and social perspective. Managers and employees should consider whether business travel is necessary and appropriate when planning in-person connections.

NHS England's Green Plan supports the commitment to reach net zero by 2040. We need to reduce our emissions from business travel by 61% by 2025 (measured from our 2017/18 emission baselines). To achieve a sustainable approach to travel and transport, we initially aim to keep emissions from business travel below 50% of pre-pandemic levels as we implement hybrid working.

This policy sets out:

- key principles to adhere to for approved business travel
- travel and subsistence rates
- the responsibilities of line managers and employees when claiming and authorising expenses
- Outlines how we'll achieve a sustainable approach to travel.

2. Scope

This policy applies to all staff employed by NHS England on a substantive contract of employment, either full or part time, including those on fixed term contracts and those seconded to external organisations. It does not cover other workers, such as secondees into NHS England (who will be paid by their substantive employer) or agency workers, although they can book approved travel and accommodation through our central booking system.

Medical and dental staff employed on a Consultant contract should refer to Section 21 of the Consultant Terms and Conditions of Service for rules regarding specific provisions for expenses which vary from those in this policy. As this policy applies to all staff employed by NHS England, it is only the overall differences outlined within the Consultant Terms and Conditions of Service which will be adhered to in accordance with an individual's contractual terms.

This policy covers personal business expenses only such as mileage, travel and subsistence. You can only expense items related to approved travel. NHS England's

insured for business use (or similar phraseology on your insurance certificate) and you have a valid driver's licence and MOT certificate. Failure to include business use means that your insurance could be invalidated while driving for business and could lead to a prosecution. Commuting to a single place of employment does not cover you for business use. If you intend to claim mileage on expenses, it is classed as business mileage and therefore you must be covered for business use on your own policy.

4.1.11 Upload your car insurance, MOT and driving licence documents onto the expenses system. Your line manager will need to approve them in the expenses system in advance of the journey so that NHS England meets its requirements under the Corporate Manslaughter Act. Car details for legacy NHSD colleagues and staff using EASY expenses, are entered directly onto EASY under the "Vehicle" section of the EASY self-service account and MOT, Road Fund Licence and driving licences can be auto checked via DVLA to assure compliance with legal requirements. The Business Services team will check the car insurance documents.

4.1.12 If you use your own car for business travel, adhere to section 17 of the Agenda for Change Terms and Conditions and claim the correct mileage rate.

4.1.13 Ensure all legitimate claims are uploaded onto the online expenses system with valid receipts – see section 5.4 – in a timely manner and within 90 days of the expense being incurred. Expenses associated with excess fares on public transport, motoring fines, excess parking fines etc are the responsibility of the employee and will not be reimbursed.

4.1.14 Submit all receipts onto the e-expenses system and for ease do so by using the App (legacy NHSD staff should continue to use EASY Expenses until further notice). [Guidance on how to claim expenses](#) is on The hub. If you have any questions, ask the HR & OD Services Team.

4.1.15 Ensure all claims submitted comply with NHS England's Standing Financial Instructions and are not made under false pretences. All staff must respond to requests from the Corporate Compliance team to validate expense claims as part of their regular compliance checks. Where a compliance check has identified that a claim has been made incorrectly, NHS England will recover expenses from the employee.

4.1.16 Claims suspected to be of a fraudulent nature will be investigated in accordance with the [Tackling Fraud, Bribery and Corruption Policy](#). Be aware of your responsibility to report any such concerns/ suspected fraudulent claims to our Counter Fraud team at england.counter-fraud@nhs.net.

4.1.17 The costs of approved business travel or expenses met by a third party should be managed in accordance with the Standards of Business Conduct Policy.

4.2 Line manager/approver responsibilities

4.2.1 Make your staff aware of this policy and other associated policies and

- processes as part of the local induction process. Advise new employees of the procedure for booking travel and submitting claims through the online expenses system for all approved travel.
- 4.2.2 Lead by example and be mindful of our Green Plan by arranging meetings and travelling only when essential and use technology and smarter working where available to avoid unnecessary travel and environmental impact.
- 4.2.3 Actively encourage the most cost/time effective travel options, using the most sustainable, suitable modes of transport for each journey, while recognising there may be genuine reasons why sustainable forms of travel are unsuitable for some employees, such as those set out in the key principles of this policy.
- 4.2.4 From a duty of care perspective, consider employee safety. For example, using a car rather than public transport when travelling late at night or for seasonal variations (such as shorter daylight hours in winter), taking into account the overall cost of hotels and associated travel, when considering value for money.
- 4.2.5 If an employee needs to travel to another work location as part of their job, and the travel time is significantly above their usual travel time, ensure reasonable travel time is provided at the start or end of a working day.
- 4.2.6 When approving travel and subsistence claims, you must be able to clearly demonstrate the expenditure incurred was necessary, reasonable, in the interest of the organisation and in line with Section 17 and 18 of the NHS Terms and Conditions and Standards of Business Conduct Policy, and that valid receipts are uploaded before authorising reimbursement. Approvals of claims made outside of this policy and section 17 and 18 of the NHS Terms and Conditions will be considered as gross misconduct under the Disciplinary Policy.
- 4.2.7 Authorised signatories, for example, line managers/ approvers, must scrutinise all claims prior to authorisation to assure themselves that the claims are legitimate. This includes, where relevant, that the claimant holds a current driving licence, valid MOT certificate and valid motor insurance which covers them to use their vehicle for business purposes when claiming for business mileage. Line managers must approve documentation relating to the driver's licence and business use of an employee's car on the expenses system prior to the car being used for business travel. Guidance is on The hub. If you have any questions about expenses or the e-expenses system, ask the HR & OD Services team.
- 4.2.8 Ensure that all air travel complies with the Standards of Business Conduct Policy and is approved through the corporate air travel panel before an employee makes a booking through the central booking system or an approved third party provider.
- 4.2.9 Review and approve travel arrangements within your areas of responsibility in accordance with the [Standing Financial Instructions](#). Incorporate the principles

9

- in this policy into your decision-making and business planning decisions.
- 4.2.10 Approval should be given in accordance with the payroll deadlines to allow claims to be processed in good time.
- 4.2.11 Monitor and review the frequency of travel and associated booking and expenses for your employees and against your respective cost centre/budgets to ensure they comply with this policy and the Standing Financial Instructions and Scheme of Delegation. Address any areas of concern or instances of non-compliance with this policy, which may lead to disciplinary action where this is warranted.
- 4.2.12 Respond to requests from the Corporate Compliance team to validate expense claims that managers/ approvers have approved as part of their regular compliance checks and engage in any lessons learned from non-compliance of this policy.
- 4.2.13 As a line manager, it is your responsibility to report any such concerns to our Counter Fraud team at england_counter-fraud@nhs.net. Claims suspected to be of a fraudulent nature will be investigated in accordance with the Tackling Fraud, Bribery and Corruption policy.
- 4.2.14 Ensure that your teams are only expensing items related to approved travel and that NHS England's procurement processes are followed for all other purchases, including home working equipment. Approved purchases, for example, as part of delivering an external event, must be made in accordance with the Event and Venue Booking Policy.
- 4.2.15 Ensure that the costs of approved business travel or expenses met by a third party should be managed in accordance with the Standards of Business Conduct Policy.
- 4.3 HR & OD responsibilities**
- 4.3.1 Provide advice and guidance on the application of this policy.
- 4.3.2 Ensure that any exceptions have the relevant ESM or budget holder approvals before processing. Process all expense claims and escalate any issues to senior colleagues in HR&OD.
- 4.3.3 Advise on cases of non-compliance of this policy by managers/ approvers and employees that are referred by the Corporate Compliance team or Counter Fraud in respect of action being taken under the Disciplinary policy.
- 4.4 Business Services team responsibilities (for EASY expenses system for legacy NHS Digital users):**
- 4.4.1 Provide advice and guidance on the application of this policy.

10

- 4.4.2 Process all expense claims and escalate any issues to senior colleagues in HR&OD or ensure that employees are referred to the Standards of Business Conduct Policy.
- 4.4.3 Approve all car insurance details uploaded onto the EASY expense system.
- 4.4.4 Ensure that any exceptions have the relevant "approver" approval.
- 4.4.5 Advise on cases of non-compliance of this policy that are referred by the Corporate Compliance team or Counter Fraud.
- 4.5 Corporate Compliance team responsibilities:**
- 4.5.1 Undertake regular validation checks of approved expenses to ensure compliance with this policy, including contacting employees and line managers to request that validation.
- 4.5.2 Issue non-compliance correspondence to colleagues to support lessons learned and recover overpayments for serious or repeated breaches of policy from the employee.
- 4.5.3 Escalate instances of continued non-compliance and/or serious policy breaches to the HR & OD team for consideration of action under the Disciplinary policy and escalate any instances of potential fraud to the Counter Fraud and HR & OD teams.
- 4.6 Corporate Social Responsibility team responsibilities:**
- 4.6.1 Monitor and report on business miles travelled and greenhouse gas emissions produced from business travel.
- 4.7 Commercial team responsibilities:**
- 4.7.1 Generate monthly dashboards for line managers and budget holders to review and monitor business travel and accommodation spend.

5. Policy requirements

This policy relates to business travel and subsistence expenses for authorised duties that are a requirement of an individual's role with NHS England. Sections 17 and 18 of The NHS Terms and Conditions of Service Handbook provide for the reimbursement of travel costs and subsistence allowances. These allowances are the maximum amount that can be claimed for any expense incurred and these allowances will apply unless otherwise stated in this policy.

5.1 Business travel

5.1.1 Contractual work base

An employee's contractual work base is designated on appointment, assignment or following an approved flexible working request, for example, to become a contractual home-based worker. An employee's contractual base location is used for the calculation of relevant business travel and the entitlement to the associated mileage or subsistence expenses.

11

- 5.1.2 Office based workers (hybrid or fully office-based employees)**
- NHS England will not pay for you to travel to your normal work base. In a small number of cases, there may be contractual protection for a period of up to 4 years for excess travel incurred where staff have undergone an involuntary move under the Organisational Change policy. In all cases, refer to the [Excess Travel Guidance](#).

Employees will be reimbursed for miles travelled in the performance of their duties for NHS England by private transport, which exceed the home to contractual work base return journey. If travelling from home to a different location, if the journey is less mileage than the home to contractual work base, no mileage is payable.

The table below is for illustrative purposes (in this example, the distance from the employee's home to their contractual base is 15 miles):

Journey (outward)	Distance	Eligible business mileage
Home to base	15 miles	None
Home to first visit	Less than 15 miles	None – eligible business mileage starts after 15 miles have been travelled
Home to first visit	More than 15 miles	In this example, eligible business mileage starts after 15 miles have been travelled, for example, if the journey was 20 miles then 5 miles could be claimed
Journey (return)	Distance	Eligible business mileage
Last visit to base		Eligible business mileage ends at base
Last visit to home	Less than 15 miles	Eligible business mileage ends 15 miles from home
Last visit to home	More than 15 miles	Eligible business mileage ends 15 miles from home

You should choose the most sustainable and cost effective method of travel wherever possible which may include using public transport rather than your own vehicle.

12

5.1.3 Dual office bases

Many employees will have occasional journeys to other offices or to other locations as a requirement of their role. Where journeys to one location becomes an integral part of an employee's role, and these journeys are frequent and regular, this may result in this second location becoming a second permanent workplace with expenses becoming personally taxable as per His Majesty's Revenue and Customs (HMRC) guidance.

See the Business Travel & Expenses Guidance for more information and illustrated examples.

Where there is the possibility that a dual base may occur, advice and approval must be sought from your HR Business Partner team. For employees with a dual base, there are additional implications, and these include support, supervision, access and reasonable adjustments. Approvals for dual bases should be considered and approved consistently, with appropriate personalisation to each application on a case-by-case basis.

5.1.4 Contractual home-based workers

If you are a contractual home-based employee and you travel regularly to an 'permanent workplace', for example, an NHS England office base, for example, to attend team meetings or to collaborate in person with colleagues, these journeys are classed 'ordinary commuting' by the HMRC and we do not pay travel expenses. 'Regularly' is defined as a pattern of once a month or more frequent, or any regular pattern, for example, the first Monday of every quarter.

If you travel to a 'temporary workplace', for example, to visit provider organisation(s) as a requirement of your role, you can claim travel expenses from your home to the location visited via our e-expenses system or book travel via our agreed booking system.

Please see the illustrated examples in the Business Travel & Expenses Guidance for further information.

5.1.5 Geographic workers

A small number of employees do not have a single site as a permanent workplace and instead have an employment for which their duties are defined by a particular geographical area. For these employees, HMRC guidance is that the whole of that geographical area is treated as their permanent workplace where all the following conditions are met:

- the employee has no single place that is their permanent workplace.
- the employee attends the area regularly.
- the duties of the employee's employment are defined by reference to that area.

To be classed as a geographic worker, the employee's role and the area covered must be set out in the employee's contract of employment, and they do not travel

regularly or frequently to an office (within or outside their geographic area) which we define as more than once per month. These employees can claim travel from home to the place they are visiting, however:

- any travel from home to the edge of their deemed geographic area is classed as ordinary commuting and would be taxable
- any travel within the deemed geographic area is not taxable

See the Business Travel & Expenses Guidance for further information and an illustrated example from the [HMRC guidance](#). Advice should be sought from your HR & OD Business Partner team before defining this arrangement as a requirement of a role.

5.1.6 Public transport

Public transport is not bookable or reimbursable for travel from home to contractual base.

For approved essential business travel, our booking platform enables employees to 'self-serve' and book their own travel and accommodation at a time that's convenient to them and make any last-minute changes to avoid cancellation charges. Employees must book as far in advance as possible and are expected to choose the most sustainable mode of transport.

5.1.7 Rail travel

Rail travel is not bookable or reimbursable for travel from home to contractual base.

For approved travel for business purposes, all rail travel must be standard class – first-class travel is not permitted. The only exception is where it has been identified as an agreed reasonable adjustment due to a disability/long term health condition, for example, following an Occupational Health report, and detailed within the individual's Workplace Passport.

Rail tickets must only be purchased through NHS England's centralised booking system and must be booked as far in advance as possible (at least a minimum of a working week in advance of travel) to obtain the lowest cost fares. If tickets are not booked through our booking system, they will not be reimbursed unless a valid reason for a justified exception and ESM approval has been provided.

The booking of open and flexible return tickets must be avoided as these are generally more expensive than tickets at fixed times. Only in exceptional circumstances can open tickets be purchased and where ESM/Director approval has been provided. Our agreed booking system enables underground tickets to be included when purchasing a rail ticket.

Should a meeting date change, the ticket date and time must be changed through the booking system, including trying to get a full or partial refund where a meeting is cancelled.

Read further details on how to [self-book rail travel](#) on the hub.

14

5.1.8 Oyster card

Employees who are not based or work in London and who travel regularly in London may require an Oyster Card. The initial cost of the Oyster Card may be reclaimed with a valid receipt (see section 5.4) through e-expenses. Oyster cards must be registered online. Employees cannot claim for the value of any top-ups, but rather the costs of the journeys they have taken for business purposes. Information about the journeys taken can be found on the Transport for London website which can be used as a receipt. Claims without official documentation from the Oyster website cannot be claimed.

5.1.9 Bus or tram

If an employee uses a bus or tram for business purposes the cost of fares should be reimbursed on production of the relevant receipt only. These expenses must be claimed through our online expenses system.

5.1.10 Taxis

Travel by taxi should be in exceptional circumstances only. A valid receipt (see section 5.4) must be submitted with all claims. Examples of exceptional circumstances include:

- as an agreed reasonable adjustment, for example a disability
- carrying large/heavy luggage or equipment
- where personal safety might be identified as a risk by the employee or the line manager, for example, public transport is unavailable or where it feels unsafe to travel late at night by public transport
- no other reliable or regular forms of public transport are available to and from the location of essential business travel
- where this option is more cost effective than public transport, for example, several people are travelling and the cost of a taxi is likely to be cheaper than the cumulative cost of public transport

Some larger towns and cities have an increasing number of electric taxis. In suitable circumstances, you may wish to do a quick internet search to see if this is an option in your location.

5.1.11 Air travel

As part of the commitment to a Greener NHS, domestic air travel within mainland United Kingdom (UK) is not permitted. In exceptional circumstances, domestic flights may be allowable for example as a reasonable adjustment, subject to the approval process below.

Air travel to Northern Ireland and other offshore UK destinations may be permitted if deemed essential and subject to the approval process below.

International travel can only be approved in exceptional circumstances, where it is essential for the achievement of NHS England's business objectives and can demonstrate value for money and transparency of prior approval. Where

approved, Eurostar may be a suitable alternative to air travel to some European destinations.

All flight requests must be authorised by the weekly Flight Approval Panel (the panel) before booking. Requestors must complete a Flight Authorisation Form, which requires approval from an ESM in the line management chain. ESM requestors must obtain approval from their line manager.

For approved air travel, all bookings must be in economy class only unless in exceptional circumstances and approved by the panel. For example, business class travel may be approved where there are no suitable economy class facilities, to accommodate people with disabilities or other special needs requirements.

All bookings must be made through the corporate travel booking system, only when formal approval has been received from the panel. Under no circumstances can air travel be booked outside of the approval process and corporate travel booking system. Costs cannot be claimed through the business expenses system.

Any bookings which are made without formal approval and/or claimed through business expenses will be considered a breach of this policy and NHS England will recover the cost from the employee.

5.1.12 Car, motorcycle, lease car mileage claims

There may be several reasons why an employee finds they need to use their own vehicle for business travel, rather than taking public transport, some of which are in the policy principles.

If you need to use your own vehicle for business travel, you must be able to demonstrate to your line manager/approver that the cost of the journey is less and more efficient than the cost of the same journey by public transport. Where the mileage cost exceeds the public transport cost, you must claim the mileage at the reserve rate, as set out in [Section 17 of The NHS Terms and Conditions Service Handbook](#).

If it is agreed that you can use your own vehicle for a business-related journey, you must ensure that the vehicle is insured for business use, the car has a valid MOT certificate, and you have a valid driving licence. Insurance and all other legal requirements (for example car tax and a valid MOT) are an employee's personal responsibility.

Where travelling by car is identified as the most appropriate way to travel, car sharing is strongly encouraged for journeys where more than one person is travelling to the same location. As set out in [The NHS Terms and Conditions Handbook](#), the driver may claim a passenger allowance (the name and designation of each passenger must be declared when claiming expenses), only for mileage which exceeds the driver's home to contractual work base return journey. To encourage car sharing, NHS England has increased this allowance

15

16

from the rate set out in the NHS Terms and Conditions Handbook, and employees can claim [REDACTED] per mile per passenger (the reserve reimbursement rate).

Mileage reimbursement for employees who are based at a specific location (this could either be an office or home base – see section 5.1) should be compiled on the basis of the mileage which would have been travelled if the journey had started and finished at the contractual base, or the distance actually travelled if it is less. The online expenses system will automatically deduct the home to contractual base mileage from the mileage entered for the complete journey for office-based employees.

Mileage reimbursements for employees who are contractually based at home for mileage purposes should be compiled on the basis of the most direct route from their home to all places necessarily visited on duty and back to their home, unless it can be demonstrated that an alternative route is more efficient or where an alternative route couldn't have been avoided, for example, a diversion as a result of roadworks or a traffic incident.

5.1.13 Bicycle

Employees who choose to cycle for business purposes will be reimbursed, at the pedal cycle rate set out in the NHS Terms and Conditions Handbook, for mileage which is more than the home to contractual work base return journey. We have increased this rate to encourage sustainable travel for shorter journeys and support active travel to [REDACTED] per mile (the car reimbursement rate).

5.2 Subsistence

[Annex 14](#) of the NHS Terms and Conditions of Service provides the rates at which subsistence can be claimed and the situations where you are eligible to claim. These are the maximum rates that can be claimed and you should always ensure value for money for the taxpayer and not see these maximum rates as targets to reach.

Employees will not be reimbursed for alcohol. Tips or gratuities will not be reimbursed and are at your discretion and expense.

5.2.1 Subsistence rates

Subsistence allowances can be reimbursed for the necessary costs of meals while travelling on business, but only up to the maximum allowances set out in [Annex 14](#) of the NHS Terms and Conditions Handbook and on production of a valid receipt (see section 5.4). Expenses cannot be reimbursed for recreational team building and social activities.

5.2.2 Meal subsistence allowance

Day and evening meal allowances are payable in line with section 18 of the NHS Terms and Conditions of Service, with rates set out in [Annex 14](#) – these are the maximum rates that can be claimed. All claims must be submitted with a valid receipt (see section 5.4). Expenses for meals outside of these provisions cannot

17

be claimed. Expenses cannot be reimbursed for recreational team building and social activities.

5.2.3 Late night duties allowance

An evening meal allowance is payable in line with section 18 of the NHS Terms and Conditions of Service, with rates set out in [Annex 14](#) – these are the maximum rates that can be claimed. All claims must be submitted with a valid receipt (see section 5.4). Expenses for meals outside of these provisions cannot be claimed.

5.2.4 Overnight accommodation

5.2.4.1 Commercial accommodation

Where it has been agreed that you should stay overnight on business grounds, the allowance limit – inclusive of VAT and other charges – for hotels including breakfast and other charges are:

- up to [REDACTED] per night for hotels outside of London
- up to [REDACTED] per night for hotels in London

Hotels must be booked through our booking system and you must find the most economical hotel rather than using the maximum allowance. On some occasions, factors such as location of accommodation and personal safety will need to be considered and this could mean that the most economical hotel may not be the appropriate option.

If hotels are not booked through this system, they will not be reimbursed unless a valid reason exists, and ESM approval has been provided together with a valid receipt (see section 5.4). The upper limit should not be exceeded unless there are exceptional circumstances, for example where a reasonable adjustment is appropriate. Hotel bookings above the allowance limits cannot be made without prior written approval from an ESM in the line management chain. ESM requestors must seek approval from their line manager.

Accommodation can only be booked for approved business travel. It cannot be booked for any recreational team building and social activities.

5.2.4.2 Oversight, monitoring and legitimacy of bookings

NHS England will check that all bookings of accommodation are legitimate and offer the most effective value for money for taxpayers. Any hotel bookings that are not made for legitimate business reasons and/or are made with the purpose of obtaining any personal benefits, such as to claim reward points for personal use, will be investigated in line with the Tackling Fraud, Bribery and Corruption Policy.

You cannot book a hotel which is more expensive than the cheapest alternative to take advantage of any benefits such as a hotel reward scheme. Booking into a hotel chain to claim reward points for personal use is not permitted.

18

5.2.4.3 Non-commercial allowance

Some staff may prefer to stay with friends or family when travelling for business. Employees can claim an allowance for each 24-hour period, payable in line with section 18 of the NHS Terms and Conditions of Service, with rates set out in [Annex 14](#). This includes an allowance for meals and is the maximum rate that can be claimed. This should be claimed through the expenses system. No receipts will be required; however, the employee must include details of where and who they are staying with when submitting their claim.

5.3 Other business expenses

5.3.1 Wi-Fi

Mobile phones can be used to create a local Wi-Fi hot spot and prevent the need for additional expenditure. If this isn't possible, where Wi-Fi charges are incurred because of business requirements, these will be reimbursed where submitted with a valid receipt (see section 5.4). Evidence of the business requirement necessitating such a charge must be provided along with the submission of the claim and associated receipts.

5.3.2 Refunds and compensation for late/cancelled travel

It is the responsibility of employees who can claim a refund or compensation due to late and cancelled travel arrangements to do so on behalf of NHS England. Any such claims are not to be treated as payments to individuals as the ticket has been paid from the public purse.

The traveller or booker must cancel any bookings through our agreed booking system. For air bookers need to email the helpdesk on north.air@travelctm.com and add 'cancellation' to the subject header and include the booking reference.

5.4 Expense claims and valid receipts

Claims made outside of the 90-day timescale and/or without a valid receipt (see below) will not be approved unless for exceptional circumstances and must be approved by the budget holder. An example of an exceptional circumstance is where an employee has been on long term sickness absence and has been unable to submit their expenses.

In exceptional one-off situations managers can approve claims for less than [REDACTED] without a receipt where an employee has lost a receipt or one wasn't available. Managers are responsible for ensuring claims are not approved where this situation occurs repeatedly.

A valid receipt should include the date the expense was incurred; the supplier (for example, restaurant, supermarket, taxi); the purchase (for example, a meal, the journey travelled to and from it in a taxi); and the amount paid; or a bank statement/invoice which states the supplier, date, and the amount paid, where an electronic/ paper receipt wasn't available, for example, travel on the underground transport.

19

5.5 Monitoring business travel and expenses spend

Budget holders and line managers must review and monitor business travel and accommodation spend. Each month, budget holders and line managers will be notified via email when the monthly summary has been uploaded to the dashboard. The report will be broken down by: hotels, trains, air travel and the top ten bookers.

There is also a 'Behaviours and Compliance' section, including information on the frequency of short notice bookings for hotels, flights, and train journeys. Short notice is defined as 0 to 3 days before the arrival date. This section also shows how much the passenger could have saved if the cheapest option was purchased, as well as the reasons why the cheapest option was not selected.

The Corporate Compliance team is responsible for providing additional assurances to that approved expense claims are compliant with this policy, and to escalate circumstances where they are not. Escalations will be made to employees, line managers and in some cases HR & OD and Counter Fraud teams. This includes but is not limited to validation checks and travel approvals checks. These checks will be undertaken on a regular basis, and at least monthly.

6. Equality and Health Inequalities Assessment

As part of the development of this policy, its impact on equality has been analysed and no detriment identified.

20

5.2 For the avoidance of doubt, no expenses will apply for Supplier Personnel working remotely from a Service Recipient's site.

Template Statement of Works

Introduction

This request form is intended to:

- Justify the requirement for Tiger Teams support, including evidencing that the deployment of a Tiger Team is the **only viable solution**, and that the potential impact of not having the intervention would significantly outweigh the cost of the intervention.
- Be used to triage and approve the request to deploy a Tiger Team if satisfied that the required criteria have been met.
- Provide the required information for the supplier to provide a costed solution to the request for a Tiger Team.

We acknowledge that there is a lot of detail captured in this form. It is important that the information is complete and accurate, so that the supplier can propose a solution, and we can deploy the Tiger Team without delay.

Checklist

Before submitting a request, please confirm whether the following options been exhausted, or cannot be feasibly achieved. *Please tick each option that has been explored* -

- FD Support Offer, including SME intervention
- Existing vendor support (speaking to your existing vendors about additional support)
- Consultancy support (exploring the contingent market)
- Peer support (seeking short term support from neighbouring Trusts or Trusts who have the same vendor)
- ICB/Regional resource options (discuss with ICB and Region for any potential short-term solutions)

Details of how these options have been explored are requested in section 7 of Part 1 of this form.

Commitment

By submitting this request the Trust are confirming that they commit to the following, to support the deployment of the Tiger Team:

- Resources are made available to support the effective deployment of the Tiger Team e.g. access to the relevant individuals, documentation as requested by the Supplier / NHSE.
- All enabling works will be completed to allow for the Tiger Teams intervention e.g. access to kit, systems, buildings, teams etc.
- The Trust will engage with NHSE and the Supplier in a timely manner to detail the requirements, provide clarification, funding, Data Protection Protocols, and approve work packages.
- [REDACTED]

Please complete Part 1 of this form only, and submit to scwcsu.eprsupportrequests@nhs.net

Statement of Work Part 1 – To be completed by the Trust					
Resource cell ID: To be added NHSE, this will be the same as the Resource cell ID					
Type of request: Statement of Work or Work Order					
<p>To be added by NHSE once cost agreed, if <£375K then request is a Work Order. If >£375K then request is a Statement of Work. This definition will determine which approval/governance route is taken</p>					
Trust name:	Engagement Lead name:				
Trust contact name:	Trust contact role:				
Trust contact email:					
Trust finance contact name:					
Trust finance email name:					
<p>1. Overview of Trust Programme</p> <p>[Large empty box for notes]</p>					
<p>2. Problem statement <i>What are the issues, and what needs to be resolved? To what extent were the issues covered in the business cases and/or assurance reviews? What actions have already been taken to mitigate the issue? Is a discovery exercise required to validate the issue and solution?</i></p> <p>[Large empty box for notes]</p>					
<p>3. Impact <i>What is the impact of the issue on the Trust? This should detail the impact in terms of risk to safety, quality, reputational damage and timescales, and should quantify the cost of that impact e.g. safety issues causing delays to go live for X months, costing X per month, quality issues impacting the release of benefits by X.</i></p> <p>[Large empty box for notes]</p>					
<p>4. Proximity of issue / risk <i>Is this something that needs to be resourced urgently in order to avoid the impact?</i></p> <p>[Large empty box for notes]</p>					
<p>5. Scope (list as bullet points)</p> <table border="1"> <thead> <tr> <th><u>IN SCOPE</u></th> <th><u>OUT OF SCOPE</u></th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> Insert Insert Insert </td> <td> <ul style="list-style-type: none"> Insert Insert Insert </td> </tr> </tbody> </table>		<u>IN SCOPE</u>	<u>OUT OF SCOPE</u>	<ul style="list-style-type: none"> Insert Insert Insert 	<ul style="list-style-type: none"> Insert Insert Insert
<u>IN SCOPE</u>	<u>OUT OF SCOPE</u>				
<ul style="list-style-type: none"> Insert Insert Insert 	<ul style="list-style-type: none"> Insert Insert Insert 				
<p>6. Outcome Based Service Specification (Scope of Work) including constraints <i>Details of the work required to be undertaken by the Tiger Team, this should include knowledge transfer requirements for the supplier where known</i></p> <p>[Large empty box for notes]</p>					

<p>7. Alternative options <i>Provide high level details of how alternative options have been exhausted or why they are not viable</i></p>							
<p>8. Key exit criteria <i>Requirements to ensure the managed exit of the supplier and sufficient knowledge transfer of the intervention. Outline of action to be taken by the Trust to ensure the programme can run sustainably following the intervention. Confirmation of national knowledge sharing requirements including Blueprints</i></p>							
<p>9. Confirm the Premises and Locations where the services are to be provided <i>Please also note here if there are available car parking spaces or any other relevant details around access that may be required by the supplier</i></p>							
<p>10. NHS Related Knowledge and Skills Required</p>							
<p>11. Requirement of On-Site vs Virtual Support <i>Provide rationale as to why on-site or virtual is required</i></p>							
<p>12. Prerequisites <i>Please list here any relevant known prerequisite requirements for the supplier. For example, is a Data Protection Information Assessment (DPIA) required? Are there any systems that the supplier will need access to? Are skills/knowledge in specific software or methodologies required? Are there any certifications that the Trust requires the supplier to have?</i></p>							
<p>13. Key Resources Available (Trust) <i>Insert more lines as required</i></p>							
No.	Name	Role	Organisation (& Team)	Contact Info	Onsite or Offsite	Days p/week	Days of the week (available)
<p>14. Key Contacts and Progress Reporting <i>The below personnel will be consulted and informed throughout the engagement.</i></p>							
No.	Name	Role	Organisation (& Team)	Contact Info	Frequency and nature of review meetings / progress reporting		

15. Key Milestones and Milestone Acceptance Criteria

We may use some milestones to create payment milestones for the supplier, please ensure these are accurate and achievable

No.	Milestone	Milestone Acceptance Criteria

16. Timescales for Delivery

Requested Commencement Date:

Required by Completion Date:

Duration: Insert hours / days / weeks

Please estimate here how much effort you think will be required by Tiger Teams, if unknown leave blank

Days of the week: Are there specific days of the week the Tiger Teams are required to be onsite

17. Documents (required for the engagement)

Please supply any documents you think will enable the supplier to provide a documented proposal
E.g. Programme Workstream Plan, Risk log, Programme Board papers.

If you have already produced these and NHSE already have them, please list the names of the documents and the dates they were sent. Upon sending this form you agree that these documents can be shared with other teams in NHSE and the supplier

Document name

18. Code of Conduct

To ensure a consistent professional approach during the engagement, the agreed 'Code of Conduct' is as follows:

"We will:

- endeavour to Add Value
- be Open and Honest, Constructive and Positive
- demonstrate a Collaborative Approach
- hold Confidential Interviews and Discussions (if required)
- deliver a Confidential Report (if required)
- respect each other
- engage a 2 Way Learning Process
- agree an appropriate working pattern

We expect:

- necessary resources and documents to be made available in a timely fashion
- any relevant new risks or issues to be shared with us".

Within the scope of this Statement of Work (SoW) the Supplier's resources being deployed will, for the purposes of any third-party supplier engagement act on behalf of and under direction of NHS England. Such supplier engagement shall be required to be in accordance with the applicable terms and conditions of any agreement between NHS England and the third-party supplier. NHS England shall share any such agreements with the Frontline Digitisation resources if required.

Any engagement by Supplier resources with any third-party supplier outside the scope of this SoW, shall be independent of NHS England.

19. Contractual Provisions

The Call Off Terms applicable to this SoW can be found in 'Appendix A' of this Framework Agreement. A Service Recipient who receives the benefit of any Deliverables or other Services under a Statement of Works shall have the rights to enforce, the Call Off Terms as incorporated into every Statement of Works together with the terms of any Statement of Works.

Any advice, guidance or intervention provided by NHS England is for advisory purposes only. All responsibility for the Programme, is borne by the trust. NHS England accepts no liability to the trust whatsoever and however arising, and whether resulting from the use of this advice, guidance or intervention, or from any omissions from or deficiencies in the delivery of such advice, guidance or intervention or otherwise.

Any changes to this Statement of Works shall be in accordance with the Change Control Process which can be found in: 'Schedule 9' of this Framework Agreement

The Contract Manager for the Supplier Shall be TBC
The Contract Manager for the Authority shall be TBC

It is an Extra Key Provision of the Call Off Terms that the Parties acknowledge that when performing Services under a Statement of Works the relevant Service Recipient is a Controller and the Supplier is the Processor in respect of Personal Data Processed under that Statement of Work unless otherwise agreed between the Parties in writing. Where required by any Service Recipient, the Supplier shall enter into such further agreements as the Service Recipient reasonably requires in relation to such processing and to be compliant with Article 28 of UK GDPR. The Supplier will comply with the standard Data Protection Protocol which is located in 'Schedule 3, Section 2.2 Data Protection Protocol'.

, as applicable to this Statement of Work and any data processing agreement required by the service recipient.

The Service Recipient is not a contracting party to the Contract, but benefits from the provisions of the Statement of Works and Call Off Terms under the Contracts (Rights of Third Parties) Act 1999.

Notwithstanding this, and in consideration of receiving the Services, and notwithstanding that the Service Recipient is not a contracting party, the Service Recipient in signing this statement of Work confirms that it agrees to be bound to the limitation of liability provisions set out within the Call Off Terms.

20. Value of Indemnities Insurance or Indemnity Required where different than under the Call Off Terms

The Supplier shall put in place and maintain in force the following additional insurance cover with the following minimum cover per claim:

Type of insurance required	Minimum cover
Data Liability Insurance	[REDACTED]

21. Resource Cell (to be completed by NHSE Resource Cell)

Approve or Rejected (please detail why)

Additional Information Relevant for the Supplier

Statement of Work Part 2 – To be Completed by the Supplier					
Date completed:					
22. Overview of Supplier Solution <i>Including overview of solution and how it meets the problem statement</i>					
23. Service Solution (Scope of Work) <i>Details of the work required to be undertaken by the Tiger Team</i>					
<ul style="list-style-type: none"> • Insert bullet point list of work • Insert • Insert 					
24. Knowledge Transfer Approach <i>This should include both local and national knowledge transfer</i>					
25. Standards to be applied. <i>Include the standards that apply to the Statement of Work from Schedule 9 of the Framework Agreement.</i>					
26. Resources <i>Insert more lines as required.</i>					
No.	Role	Relevant experience	Days p/week	On Site / Virtual	Total Days
27. Details of any non-staffing solutions <i>This should include any approaches which are outside of the staffing resources above e.g. technology</i>					
28. Contract Price					
29. Resourcing Sustainability <i>Confirm resources proposed are not impacting the ongoing delivery of EPR in trusts</i>					
30. Implementation Plan for Delivery					
Commencement Date:					
Estimated Completion Date:					
Duration: <i>Insert hours / days / weeks</i>					
Implementation Plan inclusive of:					
<ul style="list-style-type: none"> • Deliverables • Milestones • Dependencies • Responsibilities 					

31. Payment Milestones				
Milestones	Amount			
Milestone 1:				
Milestone 2:				
Milestone 3:				
Total				
32. Expenses Forecast <i>Include breakdown of travel and accommodations include mode of transport.</i>				
33. Delivery Lead (insert more lines as required)				
#	MAIN CONTACT Name	Role	Organisation (& Team)	Contact Info
1	Insert name...etc.			
34. Service Recipient Responsibilities <i>Please provide a bulleted list. Note, responsibilities should include any dependencies on the Service Recipient or suppliers to that organisation e.g. system access, access to end user devices, site access, training etc.</i>				
35. Authority Responsibilities <i>Please provide a bulleted list.</i> <i>Note, responsibilities should include any dependencies on NHS England or suppliers to NHS England</i>				
36. Key Risks and Mitigations				
If there is any other relevant information or assumptions not captured in the form, please add in here				
Part 3 – For completion by the Supplier, Trust and NHSE upon agreed Statement of Work				
Supplier				
Approved by	Name:			
	Role:			
	Organisation:			
	Signature:			
Date of approval:				

Service Recipient (Trust) Approval		
Approved by	Name:	
	Role:	
	Organisation:	
	Signature:	
Date of approval:		
Authority (Frontline Digitisation Programme) Approval		
Approved by	Name:	
	Role:	
	Organisation:	
	Signature:	
Date of approval:		

Schedule 8**Change Control Process****1. Change Control Process**

- 1.1. A change to the Framework Agreement or to and Statement of Work may be initiated by either the Supplier or the Authority.
- 1.2. A change to any agreed Statement of Work must be agreed by the Authority, Service Recipient and the Supplier.
- 1.3. The following Change Control Note template shall be used.
- 1.4. Either the Authority, Service Recipient or the Supplier may request a change to a Statement of Works. All parties will use reasonable endeavours to consider any requested change in a timely manner. In the event that the change is not agreed by the Authority, Service Recipient and the Supplier the existing Statement of Works will remain in force.

2. Template CCN

<u>Scope of CCN</u>	
Authority:	<i>NHS England</i>
Service Recipient:	<i>[Trust Name]</i>
Supplier:	<i>[Supplier]</i>
Statement of Work Reference:	
Effective Date of CCN:	[The parties hereby agree that the Change will apply from such date as this CCN is signed by both parties.]
Details of change:	
[Example Wording when changing a Statement of Works]	
NHS England and the Supplier entered into the Statement of Works detailed above (the “ SOW ”).	
The parties have agreed to amend the SOW detailed above and have documented the new terms herein (the “ Change ”).	
Words and phrases used in this CCN shall have the meaning given to them in the SOW unless otherwise defined.	
The contents of this CCN comprise all the additional terms to be associated with the Change.	
The SOW, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN.	

NHS England shall be entitled to additional payments in respect of the Change in accordance with the charging methodology set out in the Work Package, unless specified otherwise in this CCN.

The changes to be made are:	[SPECIFY]
Reason for change:	[SPECIFY]
Consequence of no change:	[SPECIFY]
Impact on Charges:	[INCLUDE DETAILS OF PRICING FOR THE CHANGE]
Milestones / Implementation date:	[SPECIFY]
Impact on data processing governance (if any):	[SPECIFY]
List other associated contracts or supporting documents:	[SPECIFY]

Signed and agreed on behalf of **NHS England**

[INSERT NAME OF AUTHORISED SIGNATORY]

[INSERT JOB TITLE]

Date:

Signed and agreed on behalf of [Service Recipient] by way of acknowledgement, not as a contracting party

[INSERT NAME OF AUTHORISED SIGNATORY]

[INSERT JOB TITLE]

Date:

Signed and agreed on behalf of [Supplier]

[INSERT NAME OF AUTHORISED SIGNATORY]

[INSERT JOB TITLE]

Date:

Schedule 9

Standards

The Supplier shall comply with such of the following Standards as may be included in each Statement of Work when providing Services under that Statement of Work.

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“NHS Standard Contract”	means the model commissioning contract or contracts published by NHS England (or any successors to the relevant part of its functions) from time to time pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012. For the purposes of this Contract “NHS Standard Contract” shall also refer to any variants of the NHS Standard Contract produced by NHS England from time to time;
“Standards Hub”	means the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;

2. GENERAL

- 2.1 Without prejudice to any obligation upon the Supplier to comply with the Standards, throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent Standards which could affect the Suppliers’ provision, or the Authority’s receipt, of the Deliverables.
- 2.2 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.
- 2.3 NHS England may require the Supplier to comply with Supplier Specific Standards, as outlined in the relevant section of the Order Form.

3. STANDARDS AND TECHNICAL REQUIREMENTS:

- 3.1 The Supplier shall be required to provide the Deliverables in accordance with such interoperability standards as may be published by NHS England and DHSC, from time to time. The Supplier shall comply with all such Standards during the Term to the full extent applicable. Standards are anticipated to include, but are not limited to:

- 3.1.1 Information governance and security standards that make clear what data may be shared, for what purpose; and what protections are required to keep that data secure.
- 3.1.2 Clinical standards enabling clinicians to safely exchange data with each other with a common understanding of the meaning of the data.
- 3.1.3 Technical standards that will allow systems to talk reliably and securely with each other using common standards for data and transmission.
- 3.1.4 Use of national services, such as the National Record Locator Service, to enable connection across these Local Health Care Record (LHCR) and Exemplars (LHCRE) to enable information to be available at the point of care for an individual as they move across geographical boundaries.
- 3.1.5 Implementation guidance standards, including Digital Technology Assessment Criteria (DTAC) which is available here: <https://transform.england.nhs.uk/key-tools-and-info/digital-technology-assessment-criteria-dtac/>

4. INFORMATION STANDARDS NOTICES:

- 4.1 The Supplier shall at all times, comply with any Information Standards Notices published, from time to time, by the Data Coordination Board.
- 4.2 Further information is available online at: <https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/information-standards-notices>.

5. CYBER SECURITY AND INFORMATION GOVERNANCE STANDARDS

- 5.1 Cyber Essentials Plus, as detailed by the National Cyber Security Centre: <https://www.cyberessentials.ncsc.gov.uk/> or higher levels of adherence to equivalent standards. Supplier accredited on the 'scaling innovation' section of the Framework shall, as a minimum, show accreditation of Cyber-Essentials, along with evidence of alignment to the Cyber-Essentials Plus principles. Where the Supplier is able to evidence ISO27001 and ISO27002 certification this should also be supported by evidence of good practice technical controls (such as are defined in Cyber Essentials Plus). In all cases, the scope of the certification must be appropriate and cover all relevant areas of an organisation.
- 5.2 The process, people and technology standards from the 10 Data and Cyber Security Standards, including the standards and Leadership Obligations as defined in the National Data Guardians review of data security: <https://digital.nhs.uk/cyber-and-data-security/guidance-and-assurance/data-security-and-protection-toolkit-assessment-guides>
- 5.3 All organisations that have access to NHS patient data and systems must use the Data Security and Protection Toolkit (DSPT) to provide assurance that they are practicing good data security and that personal information is handled correctly.
- 5.4 Compliance with the Data Security and Protection Toolkit (DSPT). DSPT is an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards (detailed above): <https://www.dsptoolkit.nhs.uk/>

- 5.5 Where applicable, the Supplier shall comply with the Protecting Bulk Personal Data principles and the 15 good practice measures for the protection of bulk data held by digital services, as detailed by the National Cyber Security Centre: <https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data>
- 5.6 Where applicable, the Supplier shall comply with the Cloud Security Guidance on how to configure, deploy and use cloud services securely. Including the details and context for the 14 Cloud Security Principles and technical implementation: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>
- 5.7 The Supplier must comply with all of the standards listed in the 'Local Health and Care Records – Information Governance Framework for Integrated Health and Care'.
- 5.8 The Supplier must also align with the principles specified by the Information Governance Alliance (IGA) related to safe keeping patient information when:
 - 5.8.1 Using instant messaging in all clinical settings.
 - 5.8.2 Using videoconferencing for patient consultations in all clinical settings.
 - 5.8.3 Using mobile devices, cameras, mobile phones and tablets, in all clinical settings.
 - 5.8.4 Using own smartphone or tablet device, including Bring Your Own Technology (BYOT) or Bring Your Own Devices (BYOD),

as detailed here: <https://digital.nhs.uk/data-and-information/looking-after-information>

6. INTEROPERABILITY STANDARDS

- 6.1 The Supplier shall be required to publish the meta-data including data quality rules, processing rules, and data specifications information to support the Standards' development. Until the emergent standard is approved for national use, the Supplier shall be required to map the data according to mapping rules and meta-data information published via the Authority. Where a Standard is to be changed or new or emergent standard is to be developed or introduced by the Authority, NHS England, or any other relevant organisation, the Authority will engage in relation to such change or new or emergent standard through a competent standards framework management organisation with the intention that the Supplier will be able, through such standards framework management organisation (such as INTEROPen (<http://www.interopen.org>) to comment and engage with the Authority and/or NHS England, or any other relevant organisation (as applicable) on the potential impact on the Suppliers' provision, or the Authority's receipt, of the Deliverables.
- 6.2 The Supplier shall provide the Deliverables in accordance with the interoperability standards set out below and can be found here: <https://www.england.nhs.uk/digitaltechnology/connecteddigitalsystems/interoperability/>
 - 6.2.1 NHS Number to be available at the point of care
 - 6.2.2 SNOMED CT implemented across all settings of care, including National Pathology Test List.
 - 6.2.3 Dictionary of Medicines and Devices (dm+d) implemented across all venues of care
 - 6.2.4 Utilisation of GS1 standards for barcoding

- 6.2.5 Utilisation of ICD11 for the classification of diseases
- 6.2.6 Implementation of FHIR based specifications:
 - (i) When making documents or records available across care settings this should be done under Digital First Guidelines and implementing FHIR based specifications including generic Send/Receive message capabilities, Transfer of Care specifications, FHIR based Pathology messaging and CareConnect / GP Connect requirements where relevant.
- 6.2.7 Utilisation of Unified Codes for Units of Measure (UCUM) to represent all units of measures in clinical systems and across messaging products
- 6.2.8 Staff and citizen facing identity services adopt use of FIDO and related public key-based specifications
- 6.2.9 Staff and patient facing service applications support OpenID Connect for single-sign-on and enable NHS Login, compliant with identity verification and authentication standards for digital health and care services
- 6.2.10 Open APIs for access to clinical services and patient records support OAuth2
- 6.2.11 Telehealth Interoperability - Interoperability Standard, Telehealth - Standards for telehealth interoperability
- 6.2.12 Telecare Device Communication - Interoperability Standard, Telecare, Telehealth - Standards for inter-device communication
- 6.2.13 European Health Insurance Card (EHIC) Spine - Data Collection Interoperability Standard, Patient Information Maintenance - Introduce changes to GP Solutions that enable capture of supplementary GMS1 form fields, such as EHIC card numbers and send the information onto the Spine on a routine basis.

7. TECHNOLOGY AND DIGITAL SERVICES PRACTICE

- 7.1 The Supplier shall (when designing, implementing and delivering the Deliverables) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/government/publications/technology-code-of-practice>

8. INFORMATION STANDARDS COMPLIANCE

- 8.1 The Supplier shall at all times comply with the NHS Information Standards to the extent that such standards are relevant to the Deliverables delivered by the Supplier to the Authority. The NHS Information Standards are documented online at <https://digital.nhs.uk/data-and-information/information-standards> as updated from time to time.
- 8.2 Where relevant to the Deliverables, the Supplier shall ensure that they comply with the NHS Clinical Information Standards at <https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections> to ensure that information about the health and care of individuals can be securely shared and compared across the health care sector.

9. DIGITAL, DATA AND TECHNOLOGY STANDARDS

- 9.1 The Supplier shall at all times comply with the NHS Digital, Data and Technology Standards as outlined online at <https://digital.nhs.uk/services/internet-first/internet-first-guidance/technical-standards>
- 9.2 This obligation shall include the Supplier complying with any current and future versions of the NHS Digital, Data and Technology Framework, also documented online at the website listed in clause above.
- 9.3 The Supplier shall comply with the NHSX Standards Framework within a reasonable timeframe following publication of such a requirements.

10. OPEN DATA STANDARDS & STANDARDS HUB

- 10.1 The Supplier shall comply to the extent within their control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles> as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.
- 10.2 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under set out Call-Off Terms and Conditions to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.
- 10.3 The Supplier shall ensure that all documentation describing the data sourced or utilised within the IT Environment, including but not limited to meta-data including data specifications, data quality rules, and processing rules are published and updated regularly to promote bottom-up standards creation process. The Supplier shall also ensure the consistent mapping to national or emergent standards during the standards development phase which will be published on the Standards Hub.

11. TECHNOLOGY ARCHITECTURE & INTERNET FIRST STANDARDS

- 11.1 The Supplier shall produce full and detailed technical architecture documentation for all relevant elements of the Deliverables (including without limitation in relation to the IT Environment, the implementation of all Software, and the implementation of any solution that includes information technology) in accordance with Good Industry Practice. Documentation produced in compliance with TOGAF 9.1 or its equivalent shall be deemed to have been produced in accordance with Good Industry Practice.
- 11.2 The Supplier shall adhere to the NHS Internet First policy, that states all new digital services should operate over the internet. Existing services should also be updated to do the same at the earliest opportunity and ideally have been completed by March 2021: <https://digital.nhs.uk/services/internet-first/internet-first-guidance/technical-standards>

12. ACCESSIBLE DIGITAL STANDARDS

- 12.1 The Supplier shall comply with (or with equivalents to):
 - 12.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
 - 12.1.2 ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

13. SERVICE MANAGEMENT SOFTWARE & STANDARDS

- 13.1 The Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
 - 13.1.1 ITIL v3 2011, ITIL v4 with 12 months of release or equivalent;
 - 13.1.2 ISO/IEC 20000-1 2011 “ITSM Specification for Service Management”;
 - 13.1.3 ISO/IEC 20000-2 2012 “ITSM Code of Practice for Service Management”;
 - 13.1.4 ISO 10007 “Quality management systems – Guidelines for configuration management”; and
 - 13.1.5 BS25999-1:2006 “Code of Practice for Business Continuity Management” and ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of “IT Service Continuity Strategy” or “Disaster Recovery” plans.
- 13.2 For the purposes of management of the Deliverables and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release and deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

14. ENVIRONMENTAL STANDARDS

- 14.1 The Supplier warrant that they have obtained ISO 14001 (or equivalent) certification for their environmental management and shall comply with and maintain certification requirements throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that any Deliverables are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.
- 14.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).
- 14.3 The Supplier shall (when designing, procuring, implementing and delivering the Deliverables) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

- 14.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Deliverables are registered as a participant under such Code of Conduct.
- 14.5 The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (10 September 2020)" at <https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025/greening-government-ict-and-digital-services-strategy-2020-2025>

15. IT HARDWARE SAFETY STANDARDS

- 15.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Deliverables, including the following or their equivalents:
 - 15.1.1 any new IT Hardware (including printers), shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such IT Hardware, the Supplier shall consider the future working user environment and shall position the IT Hardware sympathetically, wherever possible;
 - 15.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Deliverables shall conform to Standard: BS EN60065:2002+A12:2011 or any subsequent replacements;
 - 15.1.3 any new laser printers or scanners using lasers, required for the delivery of the Deliverables, shall conform to either of the following Standards: BS EN 60825-1:2007 or any subsequent replacements; and
 - 15.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Deliverables shall conform to Standard: BS EN 41003:2009 or any subsequent replacements.
- 15.2 Where required to do so as part of the required Deliverables, the Supplier shall perform electrical safety checks in relation to all Equipment supplied under this Contract in accordance with the relevant health and safety regulations.

16. STANDARDS FOR PROVIDERS OF ONLINE SERVICES

- 16.1 The Supplier shall, where applicable, comply with the standards and guidance set out in the joint letter from the regulators to providers of online primary care services dated 24 August 2017, which may be accessed at: http://www.cqc.org.uk/sites/default/files/20170824_joint_letter_providers_online_primary_care.pdf
- 16.2 Where services fall within the scope of the Digital Technology Assessment Questionnaire (DTAC) the Supplier must commit to completing the DTAQ process: <https://transform.england.nhs.uk/key-tools-and-info/digital-technology-assessment-criteria-dtac/>

17. STANDARDS FOR MACHINE LEARNING, ARTIFICIAL & AUGMENTED INTELLIGENCE

- 17.1 The Supplier shall, where applicable, comply with the principles of the Department of Health & Social Care Code of Conduct for data-driven health and care technology dated February 2019, which may be accessed at <https://www.gov.uk/government/publications/code-of-conduct-for-data-driven-health-and-care-technology/initial-code-of-conduct-for-data-driven-health-and-care-technology>. The Supplier shall:
- 17.1.1 Understand users, their needs and the context;
 - 17.1.2 Define the outcome and how the technology will contribute to it;
 - 17.1.3 Use data that is in line with appropriate guidelines for the purpose for which it is being used;
 - 17.1.4 Be fair, transparent and accountable about what data is being used;
 - 17.1.5 Make use of open standards;
 - 17.1.6 Be transparent about the limitations of the data used and algorithms deployed;
 - 17.1.7 Show what type of algorithm is being developed or deployed, the ethical examination of how the data is used, how its performance will be validated and how it will be integrated into health and care provision;
 - 17.1.8 Generate evidence of effectiveness for the intended use and value for money;
 - 17.1.9 Make security integral to the design (keep systems safe by safeguarding data and integrating appropriate levels of security); and
 - 17.1.10 Define the commercial strategy (within the existing Intellectual Property principles of HSSF).
- 17.2 Guidelines and standards supporting
- 17.2.1 The empowerment of buyers in the public sector, to evaluate the Supplier, confidently and responsibly procure and implement AI technologies for the benefit of citizens.
 - 17.2.2 AI Standards as set in the Data Ethics Framework, which outlines principles to guide the design of appropriate data use in the public sector. Developing AI systems in-house should refer to the guide to using Artificial Intelligence in the Public Sector: <https://www.gov.uk/government/publications/draft-guidelines-for-ai-procurement/draft-guidelines-for-ai-procurement>
 - 17.2.3 All technology projects and programmes should follow the Technology Code of Practice detailed above.

18 MEDICAL DEVICES REGULATIONS

- 18.1 The Supplier shall, where applicable, comply with current Medical Devices Directives (MDD) that manufacturers are required to comply with: https://ec.europa.eu/growth/single-market/european-standards/harmonised-standards/medical-devices_en
- 18.2 The Supplier shall, where applicable, comply with the Medical Devices Regulations (MDR) when these come into force on 26 May 2020: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=OJ:L:2017:117:FULL&from=EN>

18.3 Compliance with the above MDD and MDR is assured by the Medicines and Healthcare products Regulatory Agency (MHRA). MHRA are the competent Authority in the UK for ensuring medicines and medical devices are acceptably safe. Further information on the compliance process is available here: <https://www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency> and the Supplier shall have due regard to any relevant guidance.

19. STANDARDS SPECIFIED BY THE MHRA

19.1 The Supplier shall, where applicable, comply with the standards and guidance set out in Medicines and Healthcare products Regulatory Agency (MHRA) which can be accessed at <https://www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency>.

20 CLINICAL RISK MANAGEMENT STANDARDS

20.1 The Supplier shall, where applicable, comply with the following standards set out at <https://digital.nhs.uk/services/solution-assurance/the-clinical-safety-team/clinical-risk-management-standards>:

20.1.1 DCB0129: Clinical Risk Management: its Application in the Manufacture of Health IT Systems.

20.1.2 DCB0160: Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems.

21. PRSB COMMON CORE INFORMATION STANDARDS

21.1 The Supplier shall, within 6 months of its endorsed publication date, comply with all of the standards listed in the Professional Record Standard Body (PRSB) – Core Information Standards to be published online at <https://theprs.org/standards/core-information-standard/> or such other address as is communicated to the Supplier by the Authority from time to time.

22. LHCR (SHCR) PROGRAMME TECHNICAL CAPABILITIES

22.1 The Supplier solutions shall, where applicable, adhere to any technical capabilities that enable the following within a LHCR (SHCR):

22.2 Core interoperability services:

22.2.1 Open APIs

22.2.2 Record location

22.2.3 Event management

22.2.4 Longitudinal Care Record

22.2.5 Personal Health Records (PHRs)

22.3 Reference services:

22.3.1 Metadata management

- 22.3.2 Reference data management
- 22.3.3. Information standards
- 22.3.4 Master patient index
- 22.4 Data Services:
 - 22.4.1 Data rules management
 - 22.4.2 Data discovery support
 - 22.4.3 Data transfer and dissemination
 - 22.4.4 Data integration
 - 22.4.5 Data processing
 - 22.4.6 De-identification/Re-identification
- 22.5 Information governance and security
 - 22.5.1 Patient choices
 - 22.5.2 Information governance implementation
 - 22.5.3 Authorisation and authentication
 - 22.5.4 Care record access audit
 - 22.5.6 Cyber security
- 22.6 Analytics

23. OTHER STANDARDS

- 23.1 Any other Standards that the Supplier believe would be relevant to deliver solutions through the Health Systems Support Framework, including (but not limited to) the inclusion of the NHSX Standards Framework, when published.
- 23.2 The Supplier and their subcontractors must also be registered with the Information Commissioner's Office (ICO).
- 23.3 The Supplier cannot increase the risks to the confidentiality, integrity or availability of NHS IT systems and data.
- 23.4 The Supplier must provide an improvement plan if their current cyber security posture does not meet any requirements.
- 23.5 The Supplier must not operate any unsupported operating systems or applications for the life of the contract.
- 23.6 The Supplier must implement encryption as a technical control to protect data at rest and in transit.
- 23.7 The Supplier should adopt a cloud first approach including use of SaaS solutions where possible should improve the security posture of the solution but shared responsibilities must be established and understood.

Appendix A

Call-off Terms and Conditions for the Provision of Services

Where a Statement of Works is issued by the Authority that refers to the Framework Agreement, the Contract is made between the Authority and the Supplier on the date of that Statement of Works. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below (“**Schedules**”).

The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of the Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of the Contract.

For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of a Statement of Works covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Statement of Works.

The Definitions in Schedule 4 of these Call-off Terms and Conditions apply to the use of all capitalised terms in the Contract.

Schedules

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2 of these Call-off Terms and Conditions	General Terms and Conditions
Schedule 3 of these Call-off Terms and Conditions	Information and Data Provisions
Schedule 4 of these Call-off Terms and Conditions	Definitions and Interpretations

Schedule 1 of these Call-off Terms and Conditions

Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 8 of this Schedule 1 of these Call-off Terms and Conditions shall apply to each Statement of Works. A Service Recipient who receives the benefit of any Deliverables or other Services under a Statement of Works shall have the rights to enforce, these Call Off Terms together with the terms of any Statement of Works.
- 1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Statement of Works.

2 Term

- 2.1 This Contract commences on the Commencement Date.
- 2.2 The Term of this Contract shall be as set out in the Statement of Works.
- 2.3 The Term may be extended in accordance with the Change Control Process.

3 Contract Managers

- 3.1 The Contract Managers at the commencement of this Contract shall be as set out in the Statement of Works or as otherwise agreed between the Parties in writing.

4 Names and addresses for notices

- 4.1 Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to in the Statement of Works.

5 Management levels for escalation and dispute resolution

- 5.1 Unless otherwise agreed in the Statement of Works, a Dispute will be dealt with as follows:

- 5.1.1 The Supplier and the Service Recipient shall use reasonable endeavors to seek to resolve any operational disputes in good faith at local level. The Supplier acknowledges that the Service Recipient has no authority to agree changes to the Statement of Works (whether as to the scope of services being provided or costs etc).
- 5.1.2 Any resolution to a dispute which requires a change to the terms of a Statement of Works is subject to approval by the Authority.
- 5.1.3 The Supplier must notify the Authority of disputes under any Statement of Works.
- 5.1.4 If a dispute requires contractual variation, or may have operational, cost or other repercussive impacts on the Authority, or should the Authority determine that it would prefer to have conduct of any dispute, the Authority reserves the right conduct the dispute resolution process under these Call Off Terms. For a formal dispute process the Dispute will be dealt with as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager

2	Assistant Director or equivalent	Assistant Director or equivalent
3	Director or equivalent	Director or equivalent

6 Order of precedence

- 6.1 Subject always to Clause 1.10 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
- 6.1.1 the Statement of Works;
 - 6.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
 - 6.1.3 the provisions on the front page of these Call-off Terms and Conditions for the Provision of Services;
 - 6.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
 - 6.1.5 the Specification and Tender Response Document (but only in respect of the requirements);
 - 6.1.6 Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
 - 6.1.7 Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions;
 - 6.1.8 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations; and
 - 6.1.9 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

7 Application of TUPE at the commencement of the provision of Services

- 7.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 7.2 If any person who is an employee of the Authority or a Third Party claims or it is determined that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
- 7.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 7.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 7.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 7.2.4 if after that period specified in Clause 7.2.2 of this Schedule 1 of these Call-off Terms and Conditions has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the

Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the requirements of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (January 2018).

8 **Net Zero and Social Value Commitments**

Supplier carbon reduction plans and reporting

- 8.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see [Greener NHS »Suppliers \(england.nhs.uk\)](https://www.england.nhs.uk/greenernhs/get-involved/suppliers/) (<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/>)), as may be updated from time to time.
- 8.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 ("Evergreen Supplier Assessment"). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.

Guidance: The Evergreen Supplier Assessment will be piloted in 2022 with a formal launch for suppliers in early 2023. The carbon reduction reporting requirements under the Evergreen Supplier Assessment will be consistent with the requirements in the Net Zero Supplier Roadmap and NHSE will liaise with the Sustainable Supplier Forum on the development of the Evergreen Supplier Assessment prior to launch. The Evergreen Supplier Assessment will be an online self-assessment process. This assessment is intended to serve as a single location for suppliers to the NHS to report progress against emissions reduction, modern slavery and other sustainability criteria. It will be integrated with other carbon transparency reporting that NHS suppliers may be asked to complete.

- 8.3 The Supplier has appointed [REDACTED] ("Supplier Net Zero Corporate Champion") who shall be responsible for overseeing the Supplier's compliance with Clauses 8.1 and 8.2 of this Schedule 1 of these Call-off Terms and Conditions and any net zero requirements forming part of any Contracts. Without prejudice to the Authority's other rights and remedies under this Framework Agreement, if the Supplier fails to comply with Clauses 8.1 and 8.2 of this Schedule 1 of these Call-off Terms and Conditions, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

- 8.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of these Call-off Terms and Conditions and any Contracts ("Net Zero and Social Value Contract Commitments").
- 8.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and

Tender Response Document forming part of these Call-off Terms and Conditions and any Contracts.

8.6 The Supplier has appointed [REDACTED] ("Supplier Net Zero and Social Value Contract Champion") who shall be responsible for overseeing the Supplier's compliance with Clauses 8.4 and 8.5 of this Schedule 1 of these Call-off Terms and Conditions and any net zero and social value requirements forming part of any Contracts. Without prejudice to the Authority's other rights and remedies under this Framework Agreement, if the Supplier fails to comply with Clauses 8.4 and 8.5 of this Schedule 1 of these Call-off Terms and Conditions, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

9 **Assignment of Intellectual Property Rights in deliverables, materials and outputs**

9.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 12 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 12 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

9.2 Authority and the relevant Service Recipient confirm that they have the necessary permissions and consents to share any information and material which they provide to the Supplier in connection with this Contract. Authority and the relevant Service Recipient confirm that Supplier's use of such information and material in accordance with this Contract shall not infringe the rights of any third party.

9.3 The Authority hereby grants for the Term of this Framework Agreement a fully paid up non-exclusive license to the Supplier in the Intellectual Property Rights in and to such deliverables, material and other outputs assigned to it under Clause 12 of this Schedule 1 to use such Intellectual Property Rights in any Statement of Work entered into under this Framework Agreement, but for no other purpose.

9.4 No deliverables or outputs under any Statements of Work will be Supplier branded.

Schedule 2 of these Call-off Terms and Conditions

General Terms and Conditions

Contents

1. Provision of Services
2. Premises, locations and access
3. Cooperation with third parties
4. Use of Authority equipment
5. Staff and Lifescience Industry Accredited Credentialing Register
6. Business continuity
7. The Authority's obligations
8. Contract management
9. Price and payment
10. Warranties
11. Intellectual property
12. Indemnity
13. Limitation of liability
14. Insurance
15. Term and termination
16. Consequences of expiry or early termination of this Contract
17. Staff information and the application of TUPE at the end of the Contract
18. Complaints
19. Modern slavery and environmental, social and labour laws
20. Electronic services information
21. Change management
22. Dispute resolution
23. Force majeure
24. Records retention and right of audit
25. Conflicts of interest and the prevention of fraud
26. Equality and human rights
27. Notice
28. Assignment, novation and Sub-contracting
29. Prohibited Acts
30. General

1 **Provision of Services**

- 1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:
 - 1.1.1 promptly and in any event within any time limits as may be set out in this Contract;
 - 1.1.2 in accordance with all other provisions of this Contract;
 - 1.1.3 with reasonable skill and care and in accordance with the provisions of the Framework Agreement as applicable and/or the provisions of the Statement of Works;
 - 1.1.4 in accordance with the Law and with Guidance;
 - 1.1.5 in accordance with Good Industry Practice;
 - 1.1.6 in accordance with the Policies; and
 - 1.1.7 in a professional and courteous manner.
- In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.
- 1.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Statement of Works. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority and the Service Recipient. Once this is agreed, the Supplier shall comply with the full Implementation Plan.
- 1.3 The Supplier shall commence delivery of the Services on the Services Commencement Date.
- 1.4 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document and/or the Statement of Works, including without limitation the KPIs (if any).
- 1.5 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place when delivering Services under a Statement of Works.
- 1.6 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority and the Service Recipient forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
- 1.7 The Supplier shall notify the Authority and the Service Recipient forthwith in writing:
 - 1.7.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
 - 1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

- 1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority and the Service Recipient with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 of these Call-off Terms and Conditions or any report or communication pursuant to Clause 1.8 of this Schedule 2 of these Call-off Terms and Conditions, the Authority and the Service Recipient shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.10 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Service Recipient's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority and/or Service Recipient to help the Authority and/or Service Recipient deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority's and the Service Recipient's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority's and Service Recipient's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
- 1.11 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority or Service Recipient. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority or Service Recipient together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 The Services shall be provided at such premises and at such locations within those premises, as may be set out in the Statement of Works or as otherwise agreed by the Parties in writing ("**Premises and Locations**").
- 2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall procure that the Service Recipient shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.
- 2.3 Subject to Clause 2.4 of this Schedule 2 of these Call-off Terms and Conditions, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 of these Call-off Terms and Conditions shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2 of these Call-off Terms and Conditions.
- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule 2 of these Call-off Terms and Conditions, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier as referred to in any Statement of Works.

2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document and/or the Statement of Works, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2 of these Call-off Terms and Conditions. Where there is no such specific mechanism set out in the Specification and Tender Response Document and/or the Statement of Works, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with Clause 21 of this Schedule 2 of these Call-off Terms and Conditions. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions.

3 Cooperation with third parties

3.1 The Supplier shall, as reasonably required by the Authority and/or Service Recipient, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.

4 Use of Authority equipment

4.1 Unless otherwise set out in the Specification and Tender Response Document Statement of Works or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority and/or Service Recipient for use by the Supplier:

- 4.1.1 shall be provided at the Authority's or Service Recipient's sole discretion;
- 4.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;
- 4.1.3 must be returned to the Authority or Service Recipient within any agreed timescales for such return or otherwise upon the request of the Authority; and
- 4.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority or Service Recipient reimburse the Authority or Service Recipient for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 Staff and Lifescience Industry Accredited Credentialing Register

5.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.

5.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.

5.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document, the Statement of Works or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.

- 5.4 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.
- 5.5 The Supplier shall:
 - 5.5.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 5.5.3 ensure all Staff have the qualifications to carry out their duties;
 - 5.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff;
 - 5.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff; and
 - 5.5.6 comply with the Service Recipient's staff vetting procedures and other staff protocols, as may be relevant to this Contract and which are notified to the Supplier by the Authority or Service Recipient in writing.
- 5.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's or Service Recipient's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority and Service Recipient.
- 5.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
 - 5.7.1 are questioned concerning their Convictions; and
 - 5.7.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.
- 5.8 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 5.9 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's and Service Recipient's prior written consent if:
 - 5.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2 of these Call-off Terms and Conditions;
 - 5.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2 of these Call-off Terms and Conditions; or

- 5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2 of these Call-off Terms and Conditions.
- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2 of these Call-off Terms and Conditions, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
- 5.11 The Supplier shall ensure that the Authority and the Service Recipient is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority and Service Recipient's written consent and with such safeguards being put in place as the Authority or Service Recipient may reasonably request. Should the Authority or Service Recipient withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.
- 5.12 The Supplier shall immediately provide to the Authority and Service Recipient any information that the Authority or Service Recipient reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 of these Call-off Terms and Conditions have been met.
- 5.13 The Authority or Service Recipient may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority or Service Recipient are acting reasonably in making such a request. Prior to making any such request the Authority or Service Recipient shall raise with the Supplier the concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority and Service Recipient shall be under no obligation to have such prior discussion should the Authority or Service Recipient have concerns regarding patient or service user safety.
- 5.14 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term,

maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

6 Business continuity

- 6.1 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event.
- 6.2 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

7 The Authority's obligations

- 7.1 Subject to the Supplier providing the Services in accordance with the Statement of Works, the Authority will pay the Supplier for the Services in accordance with that Statement of Works.
- 7.2 The Authority shall, as appropriate, procure that the Service Recipient shall provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.
- 7.3 The Authority shall comply with the Authority's Obligations.
- 7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

- 8.1 The Supplier and each of the Authority and the Service Recipient shall appoint and retain a Contract Manager who shall be the primary point of contact in relation to matters arising from this Contract. Should the Contract Manager be replaced, the organisation replacing the Contract Manager shall promptly inform the other organisations in writing of the name and contact details for the new Contract Manager. A change to the Contract Manager shall not require a change to the Statement of Works. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.
- 8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract on the times and frequency as set out in the Statement of Works. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. .
- 8.3 Prior to each review meeting (or at such time and frequency as may be specified in the Statement of Works) the Supplier shall provide such contract management report to the Authority and Service Recipient regarding the provision of the Services and the operation of this Contract as are reasonably requested.
- 8.4 Unless specified otherwise in the Statement of Works, the Authority, or where absent, the Service Recipient, shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority, or where relevant the Service Recipient) in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within

such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions.

- 8.5 The Supplier shall provide such further management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to: (a) analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities); or (b) manage the Framework Agreement with the Supplier ("**Third Party Body**"). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.
- 8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:
 - 8.6.1 storing and analysing the management information and producing statistics; and
 - 8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.
- 8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2 of these Call-off Terms and Conditions, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).
- 8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

- 9.1 The Contract Price shall be calculated in accordance with the provisions of the Framework Agreement, as confirmed in the Statement of Works. Only the Authority may agree a change to the Contract Price. Each Statement of Work will have its own fixed price. In the event of a termination of this Contract (and any works under a Statement of Work) under clause 15.2 then the Contract Price payable shall be:
 - 9.1.1 in respect of any completed milestone in the Statement of Work, the price attributable to that milestone; and
 - 9.1.2 in respect of any incomplete milestone where the previous milestone is incomplete and required to be completed before commencement of service delivery under the further milestone, no payment shall be due in respect of that milestone; and
 - 9.1.3 in respect of any incomplete milestone where:

- (i) a previous milestone was required to be completed sequentially and such milestone has been completed; or
- (ii) where service delivery under the incomplete milestones is required to commence before completion of other milestones in sequential order by the Statement of Works; or
- (iii) where commencement of service delivery for that milestone has been authorised in writing notwithstanding that an earlier sequential milestone has not been completed;

the price payable shall be the lesser of the price attributable to that milestone had it been completed or the costs incurred by the Supplier to the date of termination (with any costs attributable to personal calculated on a time spent basis in accordance with the rate card included as part of the Tender Response Documents).

- 9.2 Unless otherwise stated in the Framework Agreement and/or the Statement of Works, the Contract Price is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.
- 9.3 Unless stated otherwise in the Framework Agreement and/or the Statement of Works:
- 9.3.1 where the Framework Agreement and/or the Statement of Works confirms that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
 - 9.3.2 where Clause 9.3.1 of this Schedule 2 of these Call-off Terms and Conditions does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time. Each invoice may be submitted electronically by the Supplier if it complies with the standard on electronic invoicing as set out in the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/2870.

- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 of these Call-off Terms and Conditions within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2 of these Call-off terms and Conditions, the invoice shall be regarded as valid and undisputed for the purposes of this Clause 9.5 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed.
- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query

being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Clause 22 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 of these Call-off Terms and Conditions has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.

- 9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document and/or the Statement of Works. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document and/or Statement of Works. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.8 The Authority reserves the right to set-off:
 - 9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and
 - 9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.
- 9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

- 10.1 The Supplier warrants and undertakes that:
 - 10.1.1 it shall comply with the Framework Agreement;
 - 10.1.2 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
 - 10.1.3 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;
 - 10.1.4 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law, Guidance and Good Industry Practice and shall at all times comply with such quality controls and processes;
 - 10.1.5 it shall not make any significant changes to its system of quality processes in relation to the Services without notifying the Authority and Service Recipient in writing at least twenty one (21) days in advance of such change

- (such notice to include the details of the consequences which follow such change being implemented);
- 10.1.6 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law, Guidance and Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;
- 10.1.7 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority or Service Recipient as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- 10.1.8 it will comply with all Law, Guidance, Good Industry Practice, Policies and the Supplier Code of Conduct in so far as it is relevant to the provision of the Services;
- 10.1.9 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;
- 10.1.10 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
- 10.1.11 without limitation to the generality of Clause 10.1.8 of this Schedule 2 of these Call-off Terms and Conditions, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or Service Recipient and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;
- 10.1.12 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
- 10.1.13 any equipment it uses in the provision of the Services shall comply with all relevant Law, Guidance and Good Industry Practice be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;
- 10.1.14 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out at Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;

- 10.1.15 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Service Recipient's or Authority's information and communications technology systems;
 - 10.1.16 it shall comply with its Net Zero and Social Value Commitments;
 - 10.1.17 it shall provide to the Service Recipient and Authority any information that they may request as evidence of the Supplier's compliance with Clause 10.1.16;
 - 10.1.18 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority and/or Service Recipient from time to time (acting reasonably);
 - 10.1.19 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and/or Statement of Works) and all accompanying materials is accurate;
 - 10.1.20 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
 - 10.1.21 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
 - 10.1.22 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
 - 10.1.23 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
 - 10.1.24 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
 - 10.1.25 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
 - 10.1.26 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority or Service Recipient as set out in the Specification and Tender Response Document shall be submitted to the Authority and/or Service Recipient in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or

failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.

- 10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.
- 10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.5.2 promptly provide to the Authority:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

- 10.6 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 of these Call-off Terms and Conditions have been breached or there is a risk that any warranties may be breached.
- 10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Intellectual property

- 11.1 The Supplier warrants and undertakes to the Authority and the Service Recipient that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.
- 11.2 The Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or in the Specification and Tender Response Document and/or elsewhere in this Contract, the Authority shall have no rights to commercially exploit (e.g by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

12 Indemnity

- 12.1 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority and Service Recipient indemnified against, any loss, damages, costs,

expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

- 12.1.1 any injury or allegation of injury to any person, including injury resulting in death;
- 12.1.2 any loss of or damage to property (whether real or personal); and/or
- 12.1.3 any breach of Clause 10.1.7 and/or Clause 11 of this Schedule 2 of these Call-off Terms and Conditions; and/or
- 12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority or Service Recipient.

- 12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.14 of this Schedule 2 of these Call-off Terms and Conditions shall be unlimited. Liability under all other clauses and schedules shall be subject to the limitation of liability set out in Clause 13 of this schedule 2 of these Call-off Terms and Conditions. In the event of a breach of any breach of Clause 10.1.7 and/or Clause 11 of this Schedule 2 of these Call-off Terms and Conditions the Supplier may seek to limit its liability by providing a modified or alternative non-infringing deliverable.
- 12.3 In relation to all third party claims against the Authority or Service Recipient, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall (and shall procure that the Service Recipient shall) use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:
 - 12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
 - 12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority or Service Recipient where relevant to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 Limitation of liability

- 13.1 Nothing in this Contract shall exclude or restrict the liability of either Party:
 - 13.1.1 for death or personal injury resulting from its negligence;
 - 13.1.2 for fraud or fraudulent misrepresentation; or
 - 13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.
- 13.2 [REDACTED]
- 13.3 Subject to Clauses 12.2, 13.1, 13.2, 13.4, and 13.6 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in

connection with the Statement of Works which this forms a part whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

- 13.4 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with the Statement of Works which these Call Off Terms forms a part whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:
- 13.4.1 extra costs incurred purchasing replacement or alternative services;
 - 13.4.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;
 - 13.4.3 the costs of extra management time; and/or
 - 13.4.4 loss of income due to an inability to provide health care services,
- in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.
- 13.5 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.
- 13.6 If the total Contract Price paid or payable by the Authority to the Supplier over the Term of any Statement of Works:
- 13.6.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with one million pounds (£1,000,000);
 - 13.6.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with three million pounds (£3,000,000);
 - 13.6.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
 - 13.6.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

five percent (125%) at Clause 13.3 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

- 13.7 Clause 13 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 of these Call-off Terms and Conditions and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements specified in the Framework Agreement, if any.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 of these Call-off Terms and Conditions on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 of these Call-off Terms and Conditions and/or the provisions of the Framework Agreement are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

- 15.1 This Contract shall commence on the Commencement Date and unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term. The Contract may be extended using the Change Control Process.
- 15.2 Without prejudice to any other clause, the Authority may terminate this Contract (i.e. any Statement of Work) at any time by giving written notice to the Supplier. On receipt of such notice, works under that Statement of Work shall cease immediately.
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2 of these Call-off Terms and Conditions, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("Remedial Proposal") before exercising any right to terminate this Contract in accordance with Clause 15.4.2 of this Schedule 2 of these Call-off Terms and Conditions. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
- 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of two (2) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;
 - 15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be as soon as reasonably practicable and not more than ten (10) days unless otherwise agreed between the Parties); and/or
 - 15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,
- shall be deemed, for the purposes of Clause 15.4.2 of this Schedule 2 of these Call-off Terms and Conditions, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.
- 15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:
- 15.4.1 not capable of remedy; or
 - 15.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.
- 15.5 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier:
- 15.5.1 if the Supplier does not commence delivery of the Services by any Long Stop Date;

- 15.5.2 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.5.3 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;
 - 15.5.4 if the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2 of these Call-off Terms and Conditions;
 - 15.5.5 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2 of these Call-off Terms and Conditions;
 - 15.5.6 if the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions that in the reasonable opinion of the Authority are acceptable; or
 - 15.5.7 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Contract.
- 15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:
 - 15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;

15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions) shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1 of this Schedule 2 of these Call-off Terms and Conditions.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

15.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:

15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; or

15.7.3 there has been a failure by the Supplier and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.3.

15.8 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.

15.9 Within three (3) months of the Commencement Date the Supplier shall, if expressly required to do so under a Statement of Works, develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 15.9 of this Schedule 2 of these Call-off Terms and Conditions (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute,

which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 Consequences of expiry or early termination of this Contract

- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
 - 16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
 - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and
 - 16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 of these Call-off Terms and Conditions for the period set out in Clause 24.1 of this Schedule 2 of these Call-off Terms and Conditions.
- 16.4 The Supplier shall cooperate fully with the Authority and the Service Recipient and/or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with any Statement of Works shall automatically terminate.
- 16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.
- 16.8 The expiry or earlier termination of the Framework Agreement shall not affect this Contract. For the avoidance of doubt, any obligations set out in the Framework Agreement that form part of this Contract shall continue to apply for the purposes of this Contract notwithstanding any termination of the Framework Agreement.

17 Staff information and the application of TUPE at the end of the Contract

- 17.1 TUPE is not expected to apply to this Contract. In the event that TUPE does apply, the remainder of this clause 17 shall apply.

- 17.2 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.
- 17.3 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.
- 17.4 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.3 of this Schedule 2 of these Call-off Terms and Conditions, the Authority may withhold payment under Clause 9 of this Schedule 2 of these Call-off Terms and Conditions.
- 17.5 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.3 of this Schedule 2 of these Call-off Terms and Conditions.
- 17.6 Subject to Clauses 17.7 and 17.8 of this Schedule 2 of these Call-off Terms and Conditions, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
 - 17.6.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
 - 17.6.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;
 - 17.6.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;
 - 17.6.4 deploy any person other than the Supplier Personnel to perform the Services;
 - 17.6.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
 - 17.6.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
 - 17.6.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.
- 17.7 Clause 17.6 of this Schedule 2 of these Call-off Terms and Conditions shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such

a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

- 17.8 Where the obligations on the Supplier under Clause 17 of this Schedule 2 of these Call-off Terms and Conditions are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
- 17.9 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.
- 17.10 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.12 to Clause 17.15 of this Schedule 2 of these Call-off Terms and Conditions and (where relevant) the requirements of Clause 1.15 of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.
- 17.11 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
- 17.12 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.13 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
 - 17.13.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.13.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.13.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;

- 17.13.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
 - 17.13.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.
- 17.14 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:
- 17.14.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.13 of this Schedule 2 of these Call-off Terms and Conditions;
 - 17.14.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
 - 17.14.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
 - 17.14.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, any accrued or unpaid holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
 - 17.14.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
 - 17.14.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.
- 17.15 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.14 of this Schedule 2 of these Call-off Terms and Conditions to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.16 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier

or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.

- 17.17 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:
- 17.17.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;
 - 17.17.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;
 - 17.17.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
 - 17.17.4 if after the period in Clause 17.17.2 of this Schedule 2 of these Call-off Terms and Conditions has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

- 18.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

19 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

- 19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:
 - 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;
 - 19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and

- 19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2 of these Call-off Terms and Conditions.

Modern slavery

- 19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:
- 19.2.1 the Modern Slavery Act 2015 ("Slavery Act"); and
 - 19.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("Anti-Slavery Policy").
- 19.3 The Supplier shall:
- 19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;
 - 19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
 - 19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
 - 19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;
 - 19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and
 - 19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this Clause 19 of this Schedule 2 of these Call-off Terms and Conditions.
- 19.4 The Supplier undertakes on an ongoing basis that:
- 19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;
 - 19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
 - 19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):
 - (i) has been convicted of any offence involving slavery or trafficking; or
 - (ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,
- not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2 of these Call-off Terms and Conditions.
- 19.5 The Supplier shall notify the Authority as soon as it becomes aware of:

- 19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or
- 19.5.2 any actual or suspected slavery or trafficking in its supply chain.
- 19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2 of these Call-off Terms and Conditions, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.
- 19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 of these Call-off Terms and Conditions or the undertaking at Clause 19.4 of this Schedule 2 of these Call-off Terms and Conditions in addition to its other rights and remedies provided under this Contract, the Authority may:
 - 19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or
 - 19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

- 19.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

- 19.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Authority may audit the Supplier's compliance with Clause 19 of this Schedule 2 of these Call-off Terms and Conditions in accordance with Clause 24 of this Schedule 2 of these Call-off Terms and Conditions.

20 Not Used

21 Change management

- 21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document or Statement of Works, as may be requested by the Authority from time to time.
- 21.2 Subject to Clause 21.3 of this Schedule 2 of these Call-off Terms and Conditions, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with any Change Control Process if any Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.
- 21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.
- 21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:
 - 21.4.1 a General Change in Law; or
 - 21.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22 Dispute resolution

- 22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions as the first stage in the Dispute Resolution Procedure.
- 22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.
- 22.4 If the procedure set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 of these Call-off Terms and Conditions or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
- 22.6 Nothing in this Contract shall prevent:
- 22.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
- 22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential

Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

- 22.7 Clause 22 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.

23 Force majeure

- 23.1 Subject to Clause 23.2 of this Schedule 2 of these Call-off Terms and Conditions neither Party shall be liable to the other (nor to the Service Recipient) for any failure to perform all or any of its obligations under this Contract nor liable to the other Party or the Service Recipient for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.
- 23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 22 of this Schedule 2 of these Call-off Terms and Conditions and will not be considered to be in default or liable for breach of any obligations under this Contract if:
- 23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2 of these Call-off Terms and Conditions;
 - 23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any willful or negligent act or default of the Supplier; and
 - 23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2 of these Call-off Terms and Conditions.
- 23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
- 23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
- 23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.
- 23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.
- 23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
- 23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.

23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 23.10 of this Schedule 2 of these Call-off Terms and Conditions, neither Party shall have any liability to the other.

23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 of these Call-off Terms and Conditions shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.

24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.

24.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.

24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:

24.5.1 the examination and certification of the Authority's accounts; or

24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.

24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 of these Call-off Terms and Conditions does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

24.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.

24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

25 Conflicts of interest and the prevention of fraud

25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

25.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 of this Schedule 2 of these Call-off Terms and Conditions shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

26 Equality and human rights

26.1 The Supplier shall:

26.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2 of these Call-off Terms and Conditions.

26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2 of these Call-off Terms and Conditions.

27 Notice

- 27.1 Subject to Clause 22.5 of this Schedule 2 of these Call-off Terms and Conditions, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Statement of Works or such other person as one Party may inform the other Party in writing from time to time or to a director of the relevant Party at the head office, main UK office or registered office of such Party.
- 27.2 A notice shall be treated as having been received:
- 27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
 - 27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
 - 27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and Sub-contracting

- 28.1 The Supplier shall not, except where Clause 28.2 of this Schedule 2 of these Call-off Terms and Conditions applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.
- 28.2 Notwithstanding Clause 28.1 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier may assign to a third party ("Assignee") the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to:
- 28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2 of these Call-off Terms and Conditions;
 - 28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;
 - 28.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which the Authority shall make payment;
 - 28.2.4 the provisions of Clause 9 of this Schedule 2 of these Call-off Terms and Conditions continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and

- 28.2.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.
- 28.3 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.
- 28.4 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:
- 28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
 - 28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law, Guidance, and Good Industry Practice, and record keeping;
 - 28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
 - 28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;
 - 28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2 of these Call-off Terms and Conditions, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed;
 - 28.4.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.3 of this Schedule 2 of these Call-off Terms and Conditions;
 - 28.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2 of these Call-off Terms and Conditions; and
 - 28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.

- 28.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 28.5.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
 - 28.5.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.
- 28.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.
- 28.7 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 28.8 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, subcontracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, subcontract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

- 29.1 The Supplier warrants and represents that:
- 29.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("Prohibited Acts"):
 - (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
 - (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and
 - 29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

- 29.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:
- 29.2.1 the Authority shall be entitled:
- (i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;
 - (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
 - (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;
- 29.2.2 any termination under Clause 29.2.1 of this Schedule 2 of these Call-off Terms and Conditions shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and
- 29.2.3 notwithstanding Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, any Dispute relating to:
- (i) the interpretation of Clause 29 of this Schedule 2 of these Call-off Terms and Conditions; or
 - (ii) the amount or value of any gift, consideration or commission, shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

30 General

- 30.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.
- 30.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.
- 30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

- 30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.
- 30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this Schedule 2 of these Call-off Terms and Conditions, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract. The Service Recipient under a Statement of Works is entitled to enforce the terms set out in the Statement of Works.
- 30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.
- 30.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

31 Non-Solicitation

- 31.1 The Supplier shall not, without the prior written consent of the Service Recipient, at any time from the date of this Contract to the expiry of 6 months after the termination or expiry of this Contract, solicit or entice away from the Service Recipient or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Service Recipient.

Schedule 3 of these Call-off Terms and Conditions

Information and Data Provisions

Confidentiality

- 1.1 In respect of any Confidential Information the Supplier may receive directly or indirectly from the Service Recipient and/or Participating Authority or vice versa ("Discloser") and subject always to the remainder of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions, each recipient ("Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
 - 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
 - 1.1.2 the provisions of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall not apply to any Confidential Information:
 - (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 0 of this Schedule 3 of these Call-off Terms and Conditions shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("FOIA"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("Codes of Practice") or the Environmental Information Regulations 2004 ("Environmental Regulations").
- 1.3 The Service Recipient and/or Participating Authority may disclose the Supplier's Confidential Information:
 - 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
 - 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Service Recipient and/or Participating Authority and/or the Contracting Authority receiving such information;
 - 1.3.3 to any relevant party for the purpose of the examination and certification of the Service Recipient and/or Participating Authority's accounts;

- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Service Recipient and/or Participating Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3 of these Call-off Terms and Conditions.

- 1.4 The Supplier may only disclose the Service Recipient and/or Participating Authority's Confidential Information, and any other information provided to the Supplier by the Service Recipient and/or Participating Authority in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Service Recipient and/or Participating Authority written discretion, destroyed securely or returned to the Service Recipient and/or Participating Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Service Recipient and/or Participating Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall not, without the prior written consent of the Service Recipient and/or Participating Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Service Recipient and/or Participating Authority and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

Data protection

- 2.1 The Service Recipient and/or Participating Authority and the Supplier acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

- 2.2 Where the Supplier is Processing Personal Data and/or the Supplier and the Service Recipient and/or Participating Authority are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.
- 2.3 The Supplier and the Service Recipient and/or Participating Authority shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Service Recipient and/or Participating Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:
- 2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection toolkit;
 - 2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;
 - 2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines;
 - 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
 - 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;
 - 2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;
 - 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Statement of Works and Data Protection Protocol; and

- 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Service Recipient and/or Participating Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 0 of this Schedule 3 of these Call-off Terms and Conditions and any relevant Data Protection Protocol of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.
- 2.6 The Supplier shall indemnify and keep the Service Recipient and/or Participating Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.
- 2.7 Where acting as a Processor of Personal Data on behalf of the Service Recipient, the Supplier:
- 2.7.1 must only act on the Service Recipient's documented instructions, unless required by law to act without such instructions;
 - 2.7.2 must ensure that people processing the data are subject to a duty of confidence;
 - 2.7.3 must take appropriate measures to ensure the security of processing;
 - 2.7.4 the processor shall immediately inform the Service Recipient if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.
 - 2.7.5 must only engage a sub-processor with the Service Recipient's prior authorisation;
 - 2.7.6 must take appropriate measures to help the Service Recipient respond to requests from individuals to exercise their rights;
 - 2.7.7 taking into account the nature of processing and the information available, the processor the Supplier must assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
 - 2.7.8 must delete or return all personal data to the Service Recipient (at the Service Recipient's choice) at the end of the contract, and the processor must also delete existing personal data unless the law requires its storage; and
 - 2.7.9 must submit to audits and inspections. The Supplier must also give the Service Recipient whatever information it needs to ensure they are both meeting their Article 28 obligations.

Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 The Supplier shall assist and cooperate with the Service Recipient and/or Participating Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

- 3.2.1 that this Contract and any recorded information held by the Supplier on the Service Recipient and/or Participating Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Service Recipient and/or Participating Authority under the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Service Recipient and/or Participating Authority;
 - 3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Service Recipient and/or Participating Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Service Recipient and/or Participating Authority;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Service Recipient and/or Participating Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Service Recipient and/or Participating Authority;
 - 3.2.5 that the Service Recipient and/or Participating Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
 - 3.2.6 to assist the Service Recipient and/or Participating Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Service Recipient and/or Participating Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
 - 3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
 - 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3 of these Call-off Terms and Conditions, the Service Recipient and/or Participating Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Service Recipient and/or Participating Authority's absolute discretion.

- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Service Recipient and/or Participating Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 0 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall:
 - 4.1.1 notify the Service Recipient and/or Participating Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Service Recipient and/or Participating Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Service Recipient and/or Participating Authority and shall provide full information as may be reasonably requested by the Service Recipient and/or Participating Authority in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4 of these Call-off Terms and Conditions

Definitions and Interpretations

1 Definitions

- 1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

“Actual Services Commencement Date”	means the date the Supplier actually commences delivery of all of the Services;
“Anti-Slavery Policy”	has the meaning given under Clause 19.2.2 of Schedule 2 of these Call-off Terms and Conditions;
“Authority”	means the authority named on the Statement of Works;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Statement of Works;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
“Business Continuity Event”	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including a Force Majeure Event;
“Business Continuity Plan”	means the Supplier’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Cabinet Office Statement”	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;
“Call-off Terms and Conditions”	means these Call-off Terms and Conditions for the Provision of Services;
“Change Control Process”	means the change control process, if any, referred to in any Key Provisions;
“Change in Law”	means any change in Law which impacts on the provision of the Services which comes into force after the Commencement Date;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;

“Commencement Date”	means the date of set out in Statement of Works;
“Comparable Supply”	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Confidential Information”	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is: <ul style="list-style-type: none"> (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
“Contract”	means the Statement of Works, the provisions on the front page and all Schedules of these Call-off Terms and Conditions, the Specification and Tender Response Document and the applicable provisions of the Framework Agreement;
“Contracting Authority”	means any contracting authority as defined in Regulation 2(1) of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
“Contract Manager”	means for the Authority and for the Supplier the individuals specified in the Statement of Works or as otherwise agreed between the Parties in writing or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2 of these Call-off Terms and Conditions;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract calculated in accordance with the provisions of the Framework Agreement and as confirmed in the Statement of Works;
“Controller”	shall have the same meaning as set out in the UK GDPR;
“Convictions”	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
“Data Liability Insurance”	means policy of insurance with a reputable commercial insurer in respect of losses, damages, claims or costs, in respect of

	alleged breaches of the Data Protection Legislation and/or cyber crime or incidents;
“Data Protection Legislation”	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
“Data Protection Protocol”	means any document of that name as provided to the Supplier by the Authority or Service Recipient (as amended from time to time in accordance with its terms) which shall include, without limitation, any such document appended to the Statement of Works;
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 of these Call-off Terms and Conditions;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Employment Liabilities”	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;

“eProcurement Guidance”	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
“EU References”	shall have the meaning given to the term in Clause 1.16 of this Schedule 4 of these Call-off Terms and Conditions;
“Evergreen Supplier Assessment”	shall have the meaning given to the term in Clause 8.2 of Schedule 1 of these Call-off Terms and Conditions;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Requirements”	means the Authority's exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
“Fair Deal for Staff Pensions”	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;
“Force Majeure Event”	means any event beyond the reasonable control of the Party in question to include, without limitation: <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;

	<p>(f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;</p> <p>(g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen;</p> <p>(h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and</p> <p>(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties, but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;</p>
“Framework Agreement”	means the Framework Agreement referred to in the Statement of Works;
“Fraud”	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
“General Anti-Abuse Rule”	<p>means:</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in

	accordance with any codes of practice published by relevant trade associations;
“Guidance”	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency, the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
“HM Government Cyber Essentials Scheme”	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“Implementation Plan”	means the implementation plan, if any, referred to in any Key Provisions;
“Implementation Requirements”	means the Authority's implementation and mobilisation requirements (if any), as may be set out in Statement of Works and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1 of these Call-off Terms and Conditions and/or as part of the Statement of Works;
“KPI”	means the key performance indicators as set out in the Specification and Tender Response Document and/or the Statement of Works, if any;
“Law”	means any applicable legal requirements including, without limitation: (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, Statement of Works,

	<p>regulation or instrument as applicable in England and Wales;</p> <p>(b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, Statement of Works, regulation or instrument);</p> <p>(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>(e) requirements set by any regulatory body as applicable in England and Wales;</p> <p>(f) any relevant code of practice as applicable in England and Wales; and</p> <p>(g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);</p>
“Long Stop Date”	means the date, if any, specified in the Statement of Works;
“Net Zero and Social Value Commitments”	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
“Net Zero and Social Value Contract Commitments”	shall have the meaning given to the term in Clause 8.4 of Schedule 1 of these Call-off Terms and Conditions;
“NHS”	means the National Health Service;
“Occasion of Tax Non-Compliance”	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p>

	(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
“Statement of Works”	means the Statement of Works for the Services issued by the Authority in accordance with the Framework Agreement;
“Party”	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
“Personal Data”	shall have the same meaning as set out in the UK GDPR;
“Policies”	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2 of these Call-off Terms and Conditions;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2 of these Call-off Terms and Conditions;
“Service Recipient”	means such organisation including NHS England, Care Trust, NHS Trust or NHS Foundation Trust as named on a Statement of Works;
“Services”	means the services set out in this Contract;
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Statement of Works. If no date is specified in the Statement of Works, the services commencement date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority for inclusion in the Authority's services catalogue from time to time;
“Slavery Act”	has the meaning given in Clause 19.2.1 of Schedule 2 of these Call-off Terms and Conditions;
“Specification and Tender Response Document”	means the Specification and Tender Response Document set out in the Framework Agreement as supplemented by any further information set out and/or referred to in the Statement of Works and as amended and/or updated in accordance with this Contract;

“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Statement of Works”	means the template Statement of Works on which orders are to be placed, as set out in Schedule 7 of the Framework Agreement. A Statement of Work (whether for discovery or delivery Statement of Work) shall be called a “Work Order” where it has a value of £ [REDACTED] or less;
“Statement of Works Placing Procedure”	means the procedure enabling the Participating Authority to call-off Services and enter into Contracts as set out in Schedule 7 of the Framework Agreement;
“Statement of Works Requirement”	means the requirement component of a Statement of Work (being Part 1 of the template Statement of Works in the Schedule 7 of the Framework Agreement);
“Statement of Works Solution”	Means the Supplier’s solution to a Statement of Work Requirement (being Part 2 of the template Statement of Works in Schedule 7 of the Framework Agreement);
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of the whole or any part of this Contract;
“Sub-contractor”	means a party to a Sub-contract other than the Supplier;
“Subsequent Transfer Date”	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
“Subsequent Transferring Employees”	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
“Successor”	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
“Supplier”	means the supplier named on the Statement of Works;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may

	be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Net Zero Corporate Champion”	shall have the meaning given to the term in Clause 8.3 of Schedule 1 of these Call-off Terms and Conditions;
“Supplier Personnel”	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
“Supplier Net Zero and Social Value Contract Champion”	Shall have the meaning given to the term in Clause 8.6 of Schedule 1 of these Call-off Terms and Conditions;
“Term”	means the term as referred to in the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2 of these Call-off Terms and Conditions;
“Transfer Date”	means the Actual Services Commencement Date;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of, this Contract.

- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Contract as a chargeable item and subject to Clause 30.6 of Schedule 2 of these Call-off Terms and Conditions, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the requirements set out in the Specification and Tender Response Document and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.
- 1.13 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("Receiving Party") may ask the Party that issued the Breach Notice ("Issuing Party") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.14 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.
- 1.15 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.
- 1.16 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - 1.16.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - 1.16.2 any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.