

**NHS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES
(CONTRACT VERSION)**

The Authority	NHS England Wellington House 133-135 Waterloo Road London SE1 8UG
The Supplier	PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH DUNS Number: 733367952 Registration Number: OC303525
Date	Start Date: 29th January 2025 Initial End Date: 28th January 2028 1 x 1 year extension period available
Type of Services	Professional Services Other/ Technical Services

This Contract is made on the date set out above subject to the terms set out in the schedules listed below (“**Schedules**”). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

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

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

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	Staff Transfer
Schedule 8	Expert Determination
Schedule 9	Change Control
Schedule 10	Data Protection Protocol
Schedule 11	Security
Schedule 12	Initial SoWs
Schedule 13	SOW template

Signed by the authorised representative of THE AUTHORITY

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: Jan-31-2025

Signed by the authorised representative of THE SUPPLIER

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: 29/01/2025

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 Contract.
- 1.2 The optional Key Provisions at Clauses 9 to 26 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.
- 1.4 The Parties intend that this Contract will not, except for the first Statement of Work which shall be executed at the same time that the Contract is executed, oblige the Authority to buy or the Supplier to supply Deliverables.
- 1.5 The Parties agree that when the Authority seeks further Deliverables from the Supplier under the Contract, the Authority and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Schedule 13). Upon the execution of each Statement of Work it shall become incorporated into this Contract.

2 Term

- 2.1 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire 3 years from the Actual Services Commencement Date. The Term may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than 4 years in total.

Note that the term runs from the date when the Services are actually provided. If there is an implementation plan over, for example, three months, the term runs from the date the Services are provided. In these circumstances, it will be important to include a process in the implementation plan for acknowledging this date to ensure the term is clear.

The above approach has been adopted as it will mean that any delay in implementation does not have the effect of shortening the contract term. However, it may be that for some projects you want the services to start and/or end on a particular date or event. Where this is the case, this Key Provision can be amended accordingly.

3 Contract Managers

- 3.1 The Contract Managers at the commencement of this Contract are:
 - i. for the Authority:
[REDACTED]
 - ii. for the Supplier:

[REDACTED]

4 Names and addresses for notices

4.1 Notices served under this Contract are to be delivered to:

i. for the Authority:

[REDACTED]

ii. for the Supplier:

[REDACTED]

Named contact	[REDACTED]
Title	[REDACTED]
Address	7 & 8 Wellington Place, Leeds, LS1 4AP
Email address	[REDACTED]

Named contact	[REDACTED]
Title	[REDACTED]
Address	1 Embankment Place, London, WC2N 6RH
Email address	[REDACTED]

5 Management levels for escalation and dispute resolution

5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	Authority representative	Supplier representative
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[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 Contract the order of priority for construction purposes shall be:

- i. the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);
- ii. Schedule 1: Key Provisions;

- iii. Schedule 9: Change Control
 - iv. Schedule 9: Data Protection Protocol
 - v. Schedule 11: Security Schedule 9
 - vi. Schedule 12: Initial SoW's
 - vii. Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);
 - viii. Schedule 2: General Terms and Conditions;
 - ix. Schedule 6: Commercial Schedule;
 - x. Schedule 3: Information Governance Provisions;
 - xi. Schedule 7: Staff Transfer;
 - xii. Schedule 4: Definitions and Interpretations;
 - xiii. the order in which all subsequent schedules, if any, appear; and
 - xiv. 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.
- 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 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 and the provisions of Schedule 7 shall apply.

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/greener-nhs/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 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. Without prejudice to the Authority's other rights and remedies under this Contract, 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.

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 Contract.
- 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. Without prejudice to the Authority's other rights and remedies under this Contract, 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 **Implementation phase** ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)
- 9.1 Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan

shall apply and the Implementation Plan is set out in Schedule **[insert schedule number]**.

10 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☐ (only applicable to the Contract if this box is checked and the dates are inserted in Clause 10.1 of this Schedule 1)

10.1 The Services Commencement Date shall be **insert date** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **insert date**

11 Induction training ☐ (only applicable to the Contract if this box is checked)

11.1 The Supplier shall ensure that all Staff complete the Authority's induction training. All Staff shall complete the training prior to the Actual Services Commencement Date (or immediately following the Services Commencement Date where this date is the date of this Contract) and all new Staff appointed throughout the Term shall also complete the training. The Supplier shall further ensure that all Staff complete any extra training that the Authority makes available to its own staff and notifies the Supplier in writing that it is appropriate for the Staff.

12 Quality assurance standards ☒ (only applicable to the Contract if this box is checked and the standards are listed)

12.1 The following quality assurance standards shall apply, as appropriate, to the provision of the Services:

- i. The Supplier warrants and represents that it shall comply throughout the term, and following any termination or expiry of the Contract shall continue to comply, with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Authority or the Department of Health and Social Care from time to time.
- ii. The Supplier further warrants and represents that it shall comply throughout the term, and following any termination or expiry of the Contract shall continue to comply, with:
 - (i) the Baseline Security Requirements (as set out in Annex 1 of Schedule 11 (Security) Part B;
 - (ii) Good Industry Practice;
 - (iii) the Authority's Security Policy and the ICT Policy];
 - (iv) HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>); and
 - (v) ISO/IEC27001 and ISO/IEC27002.
- iii. The Supplier warrants and represents that for any system which holds any protectively marked Government Data it shall comply throughout the term,

and following any termination or expiry of the Contract shall continue to comply with:

- (i) the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- (ii) guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- (iii) the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- (iv) government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- (v) the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>".

13 Different levels and/or types of insurance ☒ (only applicable to the Contract if this box is checked and the table sets out the requirements)

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

Type of insurance required	Minimum cover
Employer's Liability	[REDACTED]
Public Liability	
Professional Indemnity	

14 Further Authority obligations ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

14.1 The Authority's Obligations are set out in Schedule **[insert schedule number]**.

15 Assignment of Intellectual Property Rights in deliverables, materials and outputs ☒ (only applicable to the Contract if this box is checked)

Definitions:

In this Schedule the following words shall have the following meanings and they shall supplement Schedule 4 (Definitions and Interpretations):

"Existing IPR" means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise);

"New IPR" means a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;

15.1 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 15 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 15 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

15.2 The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables
- develop and provide products and services to third parties.

15.3 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier i) a licence to use any Authority Existing IPRs and New IPR during the Term for the purpose of fulfilling its obligations under the Contract. The Supplier may at any time request a licence to use the New IPRs (excluding any Information which is the Authority's Confidential Information or which is subject to the Data Protection Legislation) after the Term on such terms as the Authority may set, such request will not unreasonably be withheld. The Supplier acknowledges that where any such request relates to New IPR associated with data, that the Authority may be restricted by reasons of applicable Law and contract. Nothing in this Contract shall be interpreted as the provision of permission by the Authority to use Government Data or any New

IPR derived from Government Data to develop or train AI or machine learning systems.

16 Inclusion of a Change Control Process ☒ (only applicable to the Contract if this box is checked and the Schedule inserted)

16.1 Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule 9.

17 Authority step-in rights ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

17.1 If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Schedule ***[insert schedule number]***.

18 Grant of lease or licence ☐ (only applicable to the Contract if this box is checked)

18.1 Promptly following execution of this Contract, the Supplier shall enter into the ***[lease/licence]***. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

19 Guarantee ☐ (only applicable to the Contract if this box is checked)

19.1 Promptly following the execution of this Contract, 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 Contract.

20 Data Protection Protocol ☒ (only applicable to the Contract if this box is checked)

20.1 The Parties shall comply with their respective obligations under the Data Protection Protocol.

20.2 Without limitation to the obligations as set out in Schedule 10 (Data Protection Protocol) and the Contract, the Supplier shall:

- i. provide a draft template Data Protection Impact Assessment for the Authority's review;
- ii. consider the Authority's feedback and shall update the draft template Data Protection Impact Assessment and associated guidance notes, prior to the Commencement Date of the Contract;
- iii. provide a further draft Data Protection Impact Assessment as a part of the SoW procedure for each Deliverable commissioned under the Contract; and
- iv. be responsible for updating its Data Protection Impact Assessment at each material change of the Deliverables and following any variation.

- 20.3 For the purposes of the Data Protection Impact Assessment template, this is a SOW based contract and as such the Authority and the Supplier have identified that for the purposes of SOW 1 and SOW 2 no DPIA is applicable. It is acknowledged that any future SOWs undertaken under this Call- Off contract will be subject to a review of the DPIA template to consider if it is appropriate and applicable to the Deliverables.

21 Purchase Orders ☒ (only applicable to the Contract if this box is checked)

- 21.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order 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.
- 21.2 The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Authority contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.
- 21.3 Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net
- 21.4 Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS, LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

22 Monthly payment profile ☒ (only applicable to the Contract if this box is checked)

- 22.1 The payment profile for this Contract shall be monthly in arrears.

23 Termination for convenience ☒ (only applicable to the Contract if this box is checked and Clause 23.1 of this Schedule 1 is completed)

- 23.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time without reason or liability on **one (1) months'** written notice.
- 23.2 Without prejudice to Clause 23.3, the Authority shall have no liability in respect of any costs incurred by the Supplier arising from such termination.

23.3 The Parties acknowledge and agree that:

(a) the Authority's right to terminate under Clause 23.1 is reasonable in view of the subject matter of the Contract and the nature of the Services and/or Deliverables being provided.

(b) the Contract Charges paid during the notice period given by the Authority in accordance with Clause 23.1 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Authority exercising the right to terminate under Clause 23.1.

24 Right to terminate following a specified number of material breaches ☒ (only applicable to the Contract if this box is checked and Clause 24.1 of this Schedule 1 is completed)

24.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least two (2) previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the third Breach Notice.

25 Expert Determination ☐ (only applicable to the Contract if this box is checked)

25.1 Any Dispute between the Authority and the Supplier shall be dealt in accordance with the expert determination process as specified at Schedule 8.

25.2 For the avoidance of doubt, where Clause 25 of this Schedule 1 is checked, all Disputes shall be dealt in accordance with Clause 25.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2 shall be deemed not to apply and deleted in its entirety from this Contract.

26 COVID-19 related enhanced business continuity provisions ☐ (only applicable to the Contract if this box is checked)

26.1 Subject to Clause 26.2 of this Schedule 1, the Supplier's Business Continuity Plan and, where required, its implementation must ensure the continuity of the provision of the Services under this Contract in all circumstances where there is a COVID-19 related Business Continuity Event and the text in Clause 6.6 of Schedule 2 to "use reasonable endeavours to" shall be deemed deleted for the purposes of any COVID-19 related Business Continuity Events. For the avoidance of doubt, to the extent that the Supplier fails to ensure such continuity, it shall be deemed not to have fulfilled its business continuity obligations pursuant to Clause 6 of Schedule 2 for the purposes of Clause 23.2.1 of Schedule 2.

- 26.2 To the extent only that the Supplier is prohibited from implementing its Business Continuity Plan (in full or part) due to any Laws or Guidance, it shall be relieved of its obligations under Clause 26.1 of this Schedule 1.

Extra Key Provisions

N/A.

27. Dispute Resolution procedure ☒ (only applicable to the Contract if this box is checked)

- 27.1 Any dispute between the Authority and the Supplier shall be dealt in accordance with the dispute resolution procedure as specified in this Clause 27.

- 27.2 For the avoidance of doubt, where this Clause 27 of this Schedule 1 is checked, all disputes shall be dealt in accordance with Clause 27.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2, as well as the expert determination process as specified at Schedule 8, shall both be deemed not to apply and deleted in their entirety from this Contract. Save that Clause 5.1 of this Schedule 1 shall still apply.

- 27.3 If there is a dispute in relation to this Contract, the Party raising the dispute shall serve a Dispute Notice setting out the details of the dispute. The Parties shall then attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 27.4 If the dispute cannot be resolved by the Parties within one month of the date of the Dispute Notice (being the date it was received) either Party may exercise any remedy it has under applicable law. For the avoidance of doubt, neither Party shall be prevented by this dispute resolution procedure from commencing court proceedings more quickly if it is necessary to comply with a limitation period or if it is necessary to seek an urgent remedy.

- 27.5 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to any dispute resolution process and the Supplier shall, and shall procure that the Staff shall comply fully with the requirements of this Contract at all times.

- 27.6 In relation to any such legal remedies or proceedings the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

28. Additional Services, SoWs and Delivery ☒ (only applicable to the Contract if this box is checked)

Definitions:

In this Schedule the following words shall have the following meanings and they

shall supplement Schedule 4 (Definitions and Interpretations):

"Initial SoW" means the statement of works embedded in Schedule 12 to this Contract, which describes key Services which the Supplier will provide under this Contract.

"Statement of Works" or **"(SoW)"** means: (a) the Initial SoW; and (b) any document which, upon its execution by the Authority and Supplier, shall become incorporated into the Contract and outlines the agreed body of works to be undertaken as Additional Services under the Contract. There may be any number of Statements of Work incorporated into this Contract in accordance with the process set out below.

28.1 Additional Services and SoWs

The first Statement(s) of Works shall be executed as separate agreements, this applies to SOW 1 and SOW 2.

Thereafter, the Authority and the Supplier shall complete and execute Statement of Works (substantially in the form of the template Statement of Work in Schedule 13).

The Parties intend that this Contract will not, except for the Initial SoW, oblige the Authority to buy or the Supplier to supply Additional Services.

The Authority shall be entitled to procure any Additional Services by agreeing a Statement of Work with the Supplier as follows:

in the event that the Authority requires any further Additional Services, it may require the Supplier to provide Additional Services at any time by issuing a request (setting out details of its requirements) ("**Request**") to the Supplier.

(a) The Supplier shall respond to a Request within 10 Working Days (or such other time period agreed in writing by the Parties) by providing a draft SoW (in substantially the same form as the template form of the Initial SoW, and as per Schedule 13) to the Authority, including:

(b) the duration of the SoW;

- i. the background to the SoW;
- ii. the Authority's requirements and a description of the Additional Services;
- iii. an outline delivery plan for the delivery of the Additional Services under the SoW, including timescales and milestones; and
- iv. any additional charges for the Additional Services set out in the SoW, calculated in accordance with this Call-Off Contract.

- v. Following receipt of a draft SoW, the Authority and the Supplier shall discuss and document the Additional Services in the form of a final SoW, based on the draft SoW.
 - vi. Aligning to Clause 25.5 Conflict of interest, the supplier also reserves the right to decline additional work in the rare instance that a perceived and/or actual Conflict of Interest be too great to mitigate.
- (c) Both Parties shall sign the draft SoW when it is agreed. Upon the execution of each SoW it shall become incorporated into the Contract, and the Supplier shall perform the Additional Services as set out in the relevant SoW in accordance with the delivery plan, to meet the milestones, set out in the SoW. The Supplier shall provide a detailed delivery plan within the timescales set out in the signed SoW (or if no timescales are provided, within 10 Working Days of the signature of the SoW and/or such other times as may be agreed in writing by the Parties). All services and other items provided by the Supplier under an executed SoW shall form part of the Services.
- (d) Any amendments to an executed SoW must be made in accordance with the variation process in Clause 21 of Schedule 2 and Schedule 9 of the Contract.
- (e) All SoWs shall terminate on termination or expiry of this Contract.

28.2 Outline Delivery Plan and Detailed Delivery Plan

The outline delivery plan in respect of the Initial SoW is as set out in the Initial SoW. The Supplier's outline delivery plan for any Additional Services shall be as set out in the relevant SoW.

- (i) The Supplier shall provide to the Authority a detailed draft delivery plan within 10 Working Days of the date of this Contract (and, in respect of any Additional Services, within 10 Working Days of the signature of the SoW) (or such other timescale as may be agreed in writing by the Parties) and shall ensure that the draft detailed delivery plan ("**Detailed Delivery Plan**"):
- (ii) incorporates all of the milestones and milestone dates set out in the outline delivery plan;
 - i. any training and roll-out activities;
 - ii. clearly outlines all the steps required to deliver the milestones in

conformity with the Authority's requirements; and

- iii. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements.
 - iv. Following the provision of the draft Detailed Delivery Plan by the Supplier, the Authority and the Supplier shall discuss and agree the Detailed Delivery Plan. In the event that the Authority rejects the Detailed Delivery Plan (on one or more occasions), the Supplier shall revise it to account for the Authority's comments and shall resubmit the Detailed Delivery no later than 5 Working Days after the Authority's rejection objection. If the Parties cannot agree the Detailed Implementation Plan within 20 Working Days of the provision of the Supplier's initial draft Detailed Delivery Plan, either Party may refer the matter to the Dispute Resolution Process.
- (iii) If the Authority approves the draft Detailed Delivery Plan, it shall replace the outline delivery plan from the date of the Authority's notice of approval.
 - (iv) Following the approval of the Detailed Delivery Plan by the Authority, the Supplier shall:
 - (v) keep the Detailed Delivery Plan continuously updated;
 - i. submit a revised Detailed Delivery Plan to the Authority not less than once every month (or at such other frequency agreed in writing by the Parties) starting the first month after the Authority's approval of the first Detailed Delivery Plan;
 - ii. without prejudice to paragraphs i and ii, the Authority shall be entitled to request a revised Detailed Delivery Plan at such other times as are agreed in writing by the Parties (or if no such times are agreed, at any time by giving written notice to the Supplier) and the Supplier shall submit a draft revised Detailed Delivery Plan to the Authority within 10 Working Days of receiving such a request from the Authority (or such other period as the Parties may agree provided that any failure to agree such other period shall be referred to the Dispute Resolution Procedure);
 - iii. any revised Detailed Delivery Plan shall be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph (iii) above.
 - iv. Any proposed amendments to the Detailed Delivery Plan shall not come into force until they have been approved in writing by the Authority.

- (vi) The Supplier shall comply with each outline delivery plan (or, once approved by the Authority, each Detailed Delivery Plan) ("**Plan**") and ensure that each milestone set out in a Plan is achieved (following Authority sign-off) on or before the milestone date set out in the Plan.

28.3 Security Requirements

Some projects may require Supplier's resources to be cleared to the Authority's security clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated in the Project Requirements and prior to each Statement of Work commencing. The Authority will make best endeavours in providing as much prior notice as is possible in such an event.

29. The Rights of Third Parties ☒ (only applicable to the Contract if this box is checked)

29.1 Subject to Clause 29.2 no third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

29.2 Where the Authority either procures the Services and/or Deliverables on behalf of, or to be provided to, a third party (such third party being a **Relevant Organisation** for the purposes of this Contract), the following shall apply:

29.2.1 the Relevant Organisation(s) may enforce the rights and obligations under this Contract; and/or

29.2.2 (without double counting) any Loss suffered or incurred by a Relevant Organisation due to a breach of the Supplier's obligations under this Contract shall be deemed to be a Loss of the Authority, and the Authority shall be able to recover the same under and in accordance with the terms of this Contract.

29.2.3 At the time of executing this call off Contract the Supplier is not proposing to utilise third party suppliers to provide services and/or Deliverables. If during the lifetime of the contract the Supplier needs to utilise third party suppliers, the above Clause will apply and be managed via the contract variation process.

30. Transferring responsibilities ☒ (only applicable to the Contract if this box is checked)

- 30.1 The Supplier may only Sub-contract all or part of the Services and/or Deliverables under the Contract with the prior written approval of the Authority.
- 30.2 If the Supplier chooses to use Sub-contractors, this will be detailed in any bid along with the percentage of delivery allocated to each Sub-contractor.
- 23.3 Notwithstanding any approval provided by the Authority pursuant to Clause 30.1, the Supplier remains solely responsible for the provision of the Services and/ or Deliverables in accordance with the terms of the Contract.”

Schedule 2

General Terms and Conditions

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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 any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;
 - 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.
 - 1.1.8 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 Specification and Tender Response Document. Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. 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. 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, including without limitation the KPIs.
- 1.5 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.
- 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 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 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 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 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority 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 Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority'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 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 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
- 1.12 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. 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 together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document 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 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, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 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.
- 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, 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 in accordance with the Key Provisions.
- 2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, 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. Where there is no such specific mechanism set out in the Specification and Tender Response Document, 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. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

- 3.1 The Supplier shall, as reasonably required by the Authority, 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 or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:
- 4.1.1 shall be provided at the Authority'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 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 reimburse the Authority 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 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; and

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.

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 staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.

- 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 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;
 - 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; 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.
- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, 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 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's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority 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 any information that the Authority 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 have been met.
- 5.13 The Authority 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 will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority 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 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.
- 6.2 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:

- 6.2.1 the criticality of this Contract to the Authority; and
- 6.2.2 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.
- 6.3 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 Contract to the Authority 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 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 this Contract, the Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.
- 7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services. Initially, policies provided are Buyers Security Policy and Expenses Policy.
- 7.3 The Authority shall comply with the Authority's Obligations, as may be referred to in the Key Provisions.
- 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 the 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 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 Contract. 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 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. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.
- 8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
 - 8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;
 - 8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
 - 8.3.3 the information specified in the Specification and Tender Response Document;
 - 8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and
 - 8.3.5 such other information as reasonably required by the Authority.
- 8.4 Unless specified otherwise in the Specification and Tender Response Document, 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 Procedure.

- 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 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, 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.
- 8.9 In order for the Supplier to advise the Authority properly, the Authority will make sure that: (i) any information given by the Authority to the Supplier, or anyone else working with, or for, the Authority, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions are appropriate. The Supplier will not verify any information given to it relating to the Services. The Supplier's performance depends on the Authority performing its obligations under the NHS Terms. The Supplier will not be responsible for any loss arising from the Authority not fulfilling its obligations.

9 Price and payment

- 9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.
- 9.2 Unless otherwise stated in the Commercial Schedule the Contract Price:
- 9.2.1 shall be payable from the Actual Services Commencement Date;
 - 9.2.2 shall remain fixed during the Term; and
 - 9.2.3 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 Commercial Schedule:
- 9.3.1 where the Key Provisions confirm 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 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.
 - 9.3.3 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 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, the invoice shall be regarded as valid and undisputed for the purposes of this Clause 9.5 of this Schedule 2 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 the Dispute Resolution Procedure. 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 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. 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. 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 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;
 - 10.1.2 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;
 - 10.1.3 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;
 - 10.1.4 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying the Authority 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);
- 10.1.5 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/or Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;
 - 10.1.6 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 as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
 - 10.1.7 it will comply with all Law, Guidance, Good Industry Practice, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;
 - 10.1.8 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;
 - 10.1.9 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;
 - 10.1.10 without limitation to the generality of Clause 10.1.7 of this Schedule 2, 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 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;
 - 10.1.11 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;
 - 10.1.12 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;
 - 10.1.13 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 in 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;

- 10.1.14 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 Authority's information and communications technology systems;
- 10.1.15 it shall (comply with its Net Zero and Social Value Commitments;
- 10.1.16 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.15 of this Schedule 2;
- 10.1.17 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 from time to time (acting reasonably);
- 10.1.18 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 Commercial Schedule) and all accompanying materials is accurate;
- 10.1.19 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;
- 10.1.20 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;
- 10.1.21 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
- 10.1.22 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;
- 10.1.23 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;
- 10.1.24 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and

- 10.1.25 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 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 Without prejudice to the generality of Clause 10.2 of this Schedule 2, 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 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 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 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document or elsewhere in this Contract, 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 the 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 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);
 - 12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; 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.
- 12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.
- 12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority 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 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 Subject to Clauses 12.2, 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 Contract 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.
- 13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract 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:
 - 13.3.1 extra costs incurred purchasing replacement or alternative services;
 - 13.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;
 - 13.3.3 the costs of extra management time; and/or
 - 13.3.4 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.

- 13.4 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 Contract.
- 13.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:
- 13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);
 - 13.5.2 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 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);
 - 13.5.3 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 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
 - 13.5.4 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 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).
- 13.6 Clause 13 of this Schedule 2 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 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 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 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 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.
- 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 Contract would otherwise have expired, provided that the duration of this Contract 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 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, 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. 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 ten (10) 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 thirty (30) 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, 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 forthwith 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;
 - 15.5.5 if the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter) as assumed pursuant to the provisions of Part D of Schedule 7;
 - 15.5.6 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;
 - 15.5.7 if the warranty given by the Supplier pursuant to Clause 10.5 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 10.5 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable; or
 - 15.5.8 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 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 shall entitle, but shall not compel, the Authority to terminate this Contract 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 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 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 of this Schedule 2.
- 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 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 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 (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 for the period set out in Clause 24.1 of this Schedule 2.
- 16.4 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 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 the Key Provisions 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.

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

- 17.1 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.
- 17.2 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.
- 17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.
- 17.4 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 17.2 of this Schedule 2.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, 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:
- 17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
 - 17.5.2 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;
 - 17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;
 - 17.5.4 deploy any person other than the Supplier Personnel to perform the Services;

- 17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
 - 17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
 - 17.5.7 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.
- 17.6 Clause 17.5 of this Schedule 2 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.
- 17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 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.
- 17.8 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.
- 17.9 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 17.11 to Clause 17.14 of this Schedule 2 and (where relevant) the provisions of Clause 1.15 of Part D of Schedule 7 shall apply.
- 17.10 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.
- 17.11 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.

17.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:

- 17.12.1 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;
- 17.12.2 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;
- 17.12.3 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;
- 17.12.4 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
- 17.12.5 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.

17.13 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:

- 17.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
- 17.13.2 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;
- 17.13.3 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;
- 17.13.4 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;

- 17.13.5 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
 - 17.13.6 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.
- 17.14 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 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 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.
- 17.16 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:
- 17.16.1 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;
 - 17.16.2 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;
 - 17.16.3 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
 - 17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 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.

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 19 of this 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 Contract.
- 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 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. 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 Contract.
- 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 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, 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 Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the 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 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 levels until all level 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 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 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 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 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract 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 Contract 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 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 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 Contract.

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 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 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 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.
- 25.5 In addition to the Authority's right to terminate (at 25.2), the supplier also reserves the right to decline additional work in the rare instance that a perceived and/or actual Conflict of Interest be too great to mitigate.

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.
- 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 22.5 of Schedule 2, 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 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 Sub-contracting

- 28.1 The Supplier shall not, except where Clause 28.2 of this Schedule 2 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, 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 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;
 - 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 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, the

- invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 of this Schedule 2 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;
- 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; 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 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 Contract 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,

sub-contracting 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, sub-contract 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 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

29.2.3 notwithstanding the Dispute Resolution Procedure, 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 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, 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.

- 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 The Parties irrevocably agree that the courts of England and Wales shall have 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.

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 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 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 Contract;

and for the purposes of this Contract, 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 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 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 Contract.
- 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 Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
- 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 Contract 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 Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.
- 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, 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 Specification and Tender Response Document; and
 - 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the 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 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.
- 2.6 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 Contract.
- 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 Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract 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 Contract; 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 Contract is not Confidential Information.
 - 3.4 The Parties acknowledge that, the if Authority receives a request under freedom of information legislation to disclose any legislation which relates to commercially sensitive information provided by the Supplier to the Authority, the Authority will consult with the Supplier promptly before any disclosure.
 - 3.5 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.
 - 3.6 In preparing a copy of this Contract for publication under Clause 3.5 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.
 - 3.7 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
 - 3.8 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 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 (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 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

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 the Services;
“Actuary”	means a Fellow of the Institute and Faculty of Actuaries;
“Anti-Slavery Policy”	has the meaning given under Clause 19.2.2 of Schedule 2;
“Authority”	means the authority named on the form of Contract on the first page;
“Authority’s Actuary”	means the Government Actuaries Department;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Key Provisions;
“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;
“Broadly Comparable”	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;
“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 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;

“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;
“Change Control Process”	means the change control process, if any, referred to in the 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;
“Commencement Date”	means the date of this Contract;
“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”	<p>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:</p> <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 form of contract at the front of this document and all schedules attached to the form of contract;
“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 Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
“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);
“Cost Increase”	shall have the meaning given to the term in Clause 1.3.2 of Part D of Schedule 7;
“Cost Saving”	shall have the meaning given to the term in Clause 1.3.4 of Part D of Schedule 7;
“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 Contract;
“Direction Letter”	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
“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 or, where Clause 25 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 8. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 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;
“Eligible Employees”	<p>means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is</p>

	not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of Schedule 7;
“Employee Transfer Date”	means the Transferred Staff’s first day of employment with the Supplier (or its Sub-contractor);
“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;
“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 1.17 of this Schedule 4;
“Evergreen Supplier Assessment”	shall have the meaning given to the term in Clause 8.1 of Schedule 1;
“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;
“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 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; (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 accordance with this definition had it been suffered by one of the Parties, <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>

“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”	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“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 the Key Provisions;
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document 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;
“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);
“Long Stop Date”	means the date, if any, specified in the Key Provisions;
“Losses”	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
“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 in Clause 8.4 of Schedule 1;
“Measures”	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
“NHS”	means the National Health Service;
“NHS Body”	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
“NHS Pensions”	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;
“NHS Pension Scheme”	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
“NHS Pension Scheme Arrears”	means any failure on the part of the Supplier or any Sub-contractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees;

"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
"Occasion of Tax Non-Compliance"	means: (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: (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 (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;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Payment Date"	means twenty (20) Business Days after the last of the conditions in Clause 1.7 of Part D of Schedule 7 has been satisfied;
"Pension Benefits"	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"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;
"Premature Retirement Rights"	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer

	which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
“Purchase Order”	means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions;
”Purchase Order Number”	means the Authority’s unique number relating to the supply of the Services;
“Receipt”	means the physical or electronic arrival of the invoice at the address specified above under the heading “Payment” or at any other address given by the Authority to the Supplier for the submission of invoices from time to time;
“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 set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements);
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this 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 in accordance with Clause 20.1 of Schedule 2 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;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
“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 Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Step In Rights”	means the step in rights, if any, referred to in the Key Provisions;
“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 form of Contract 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 Error! Reference source not found. of Schedule 1;
“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;
“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 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;
“Third Party Employees”	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
“Transfer Amount”	an amount paid in accordance with Clause 1.7 of Part D of Schedule 7 and calculated in accordance with the assumptions, principles and timing adjustment referred to in Clause 1.6 of Part D of Schedule 7 in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party’s Broadly Comparable scheme and elected to transfer them to the Supplier’s Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option;
“Transfer Date”	means the Actual Services Commencement Date;
“Transfer Option”	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or

	(b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier's (or its Sub-contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);
"Transfer Option Deadline"	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
"Transferred Staff"	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
"Transferring Employees"	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer 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 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 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 Authority’s requirements (the Supplier’s responses being set out in Schedule 5) 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 guidance notes in grey text do not form part of this Contract.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 Any reference in this Contract 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

Specification

Supplier Credentials	Requirements	Pass/Fail
Supplier Credentials	The supplier should be ISO27001 certified and/or at very minimum hold Cyber Essential Plus certification. (Certificates to be provided at the contract award stage) Deliverables e.g. processes, methodologies, etc. must align to ISO standards.	Must Have
Supplier Credentials	All supplier staff must have been BPSS checked, at least in the last 18 months, before they start work on the programme	Must Have
Supplier Credentials	NCSC Certified	Must Have
Supplier Credentials	Risk Management and knowledge of: Regulatory Compliance: Knowledge of health and social care regulations and compliance standards Supply chain standards e.g., ISO28000 - Security Management Systems for Supply Chains Vendor Management: Experience in evaluating and managing third-party vendors and their security practices. NHS Procurements Frameworks e.g., CCS e.g. Cybersecurity3/4, HSSF - Health System Support Frameworks, GPIT Futures (formerly known as GPSoc) Industry products, services, and tooling for Cyber Supply Chain Management Understanding and experience of Digital Assessment Technology Criteria (DTAC) Understanding and experience of Health and social care standard financial instructions (SFIs), terms and conditions	Must Have
Service Delivery	The Supplier must have dedicated senior points of contact identified at the outset of the engagement (name, email, tel. no.) in the event of escalation for service delivery issues.	Must Have
Service Delivery	The Supplier shall onboard and offboard resource as required to meet the demands of the programme, ensuring appropriate transfer of knowledge is completed to protect the programme from any impacts.	Must Have
Service Delivery	The Provider must communicate any changes to the Provider Staff, agreed with the Buyer in writing, and covered by a Call Off Variation where it cannot be accommodated within an existing work package. If changes to the Provider Staff is necessary, the replacement Staff shall have equivalent experience and qualifications. The Provider shall be responsible for the additional onboarding costs where these relate to the replacement of the Provider Staff. All replacements must have onboard training and necessary security clearance.	Must Have
Service Delivery	The Provider will be required to adopt agile methodologies for delivery and work collaboratively with the workstreams and relevant stakeholder groups.	Must Have
Service Delivery	The Provider will provide a detailed plan for each work package with clear outputs at end of the project, as a minimum include; Executive summary Methodology and Scope Milestone/Delivery/Acceptance Criteria	Must Have
Service Delivery	The Supplier must project manage all requests and undertake project management duties, oversight and provide assurance of deliverables.	Must Have

Appendix A – Specification

1. Introduction to the procurement

The aim of this procurement - NHS England is seeking a Supply Chain Delivery Partner to provide subject matter expertise across its security estate aligned to the detailed strategies, that will cover a breadth of areas within the Organisation, including Supply Chain Management, which are all part of the Cyber Improvement Programme.

Cyber security is a strategic priority across Government. A series of key national documents have been published over the past three years, including two Integrated Reviews, [National](#) and [Government](#) Cyber Security Strategies and our own [Cyber Strategy for Health and Care to 2030](#)

The government [Cyber Security Strategy to 2030](#) sets out the criticality of building and maintaining our nation's cyber defences. The [Data Saves Lives](#) strategy sets out plans to harness digital efficiency and data to improve outcomes, while maintaining the highest standards of privacy and ethics and taking targeted action to build public trust around how we use data in

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the NHS. This sits alongside the [Plan for Digital Health and Social Care](#), which sets out a vision and action plan to digitise health and care services and connect them to support integration, using this platform to transform, enabling fundamentally new care models.

The Cyber Improvement Programme

The Cyber Improvement Programme is aimed at supporting the Health and Social Care Sector to continue to adapt and improve its cyber resilience against the evolving threats, protect itself from vulnerabilities and retain public confidence. The health and social care sector resists cyber threats every day, including:

7. (1) phishing and other malicious emails,
8. (2) automated scanning for common software vulnerabilities and
9. (3) attempted fraud.
- 10.

All these threats pose risks not just to patient and staff safety, but also to public trust in a health and social care system that must safeguard people's data, avoid unnecessary burden on public finances and ensure smooth operation of critical services.

The Provider will have significant experience in the shaping of cyber functions and capabilities, through robust identification and assurance of suppliers. They will apply capabilities and knowledge of cyber functions to shape management of Suppliers in the Health and Social Care domain. The Provider will have an exceptional understanding of the complex/federated nature of the sector, providing innovative designs/solutions whilst ensuring robust engagement and cooperation from the wider NHS and Adult Social Care system. They will understand industry trends and best practice, to help define the strategies and policies that will align to the Cyber Improvements Programme and to the aspirations of the Health and Care Cyber Strategy to 2030.

2. Overarching Call Off Contract

The Supply Chain Management workstream within the Cyber Improvement Programme seeks to increase critical supplier visibility and appropriate risk assurance throughout the NHSE Supply Chain. The Authority will require the provision of a range of services throughout the duration of the contract, this section reflects the likely needs of the authority for future Statement of Works. The types of skills and capabilities required from the Provider during the term of the contract are in four broad areas:

Supply Chain specialists who can deliver plans to support, advise and deliver the Cyber Security Strategy to 2023 plans

3rd Party Risk Management / Supply Chain / Transformation experts with a specialism of cyber security. To design, build and establish new systems / methodologies to ensure key suppliers are visible and appropriately assured.

Specialists who can design, implement, and establish change. For example, change & transformation specialists, business analysts, researchers with cyber supply chain

knowledge, and service management with cyber knowledge.

Specialists who are adept at understanding and navigating the complexities of Health and Social Care (or similar organisations/verticals with an equivalent complexity both in size, shape, and regulation), including:

- Supply Chain management and 3rd Party Risk Management
- Complex stakeholder engagement across the Health and Social Care system
- Researching, designing, and iteratively building new ways of working at scale

Below are the likely themes of support that will be needed for these services. This will not be a totally comprehensive list but broadly demonstrates the areas of expertise needed.

Supply Chain Management - User and Market Research	3 rd Party Supply Chain Risk Assessment, Management & assurance Cyber Security Risk Assessment and Management	Understanding of the complex NHS landscape Cross Function/System Collaboration & Innovation	Strategic thinking Strategic direction and new ways of working
Supply Chain Policy/Governance Privacy, Transparency and Ethics (PTE)	Service Design and User experience	Business Analysis & Requirements gathering	System Transformation and Organisational Change
Cyber Expertise Cyber Risk Assurance Cyber Data & Analytical	Contract and framework specialists	Change/Implementation Management Specialists	Project Management Agile Development Specialists Solution identification & iteration

The Provider will be expected to deliver several work packages as they are formed throughout the term of the contract. This will be in the form of a call off model explained at section 4 of the commissioning process. Detailed requirements of the first 2 SOW's can be found at section 3 of this document.

- Supply Chain Management – the workstream focus is to expand/enhance cyber risk visibility, assurance and resilience throughout the Health and Care Supply Chain through execution of the following deliverables:
 - Design and define a single methodology and criteria to enable the health and care system to consistently identify critical services, systems, and technologies.
 - Provide clear guidance of definitions of Suppliers and 3rd parties in relation to the Cyber Programme
 - Define requirements for a national cyber supplier management and assurance platform

- Develop a 3rd party risk assurance framework and future model; defining the roles, responsibilities, processes, and system-wide requirements to ensure adequate assurance relative to the suppliers' assessed criticality.
- Assist with implementation activity arising from programme design work.

The Health and Care Organisations that the Cyber Improvement Programme work with are:

1. NHS England National
2. NHS England Regions
3. ICSs with responsibility to ICBs
4. Primary Care Providers
5. Secondary Care Providers
6. Adult Social Care Providers
7. Critical National Infrastructure
8. Supply Chain
9. Arm's Length Bodies

The health and care sector is required to deliver high-quality patient care while maintaining the confidentiality, integrity, and availability of critical healthcare data and systems.

3. The Requirement

The Cyber Improvement programme will adopt a call-off model to deliver different work packages across this workstream. The first work packages that the provider will be expected to deliver is described in SOW 1 and SOW 2.

Supply Chain Management Workstream Background

The aim of this workstream is to transform the management of cyber security, assurance, and risk within the supply chain for health and care, with resilience increased across critical systems, technologies, and services.

The key outcome from this work is to have a system wide methodology, framework, and future model to identify critical suppliers; define, manage, and track cyber assurance activities & risks at a level appropriate to criticality. Furthermore, to have requirements defined for a supplier cyber assurance platform.

Commercially provided products and services play an integral part in delivering government's functions and services. As supply chains become increasingly expansive and interconnected, vulnerabilities in suppliers' systems, and in the products and services they deliver, present an increasing cyber threat.

Mapping of our critical and common suppliers will enable the identification and coordinated management of systemic and aggregate cyber supply chain risks to government. Supply chain cyber security principles and assurance will establish clear requirements for these suppliers, with the expectation that they provide transparent statements of adherence.

Improved understanding of suppliers and their dependencies will also enable government to better respond to cyber security incidents that emanate from the supply chain. Such understanding will provide oversight of cross-government impacts and enable more focused and efficient engagements with the suppliers, ensuring that any incident is managed swiftly and efficiently.

2030 end state:

- A methodology/criterion for identifying critical suppliers, technologies, and systems across Health and Care.
- A cyber supplier risk assurance framework and future model, with defined new ways of working throughout the system.
- A platform to provide visibility of the supply chain.*The platform development is not being commissioned under this contract – see SOW 2.
- Security Schedules Implemented within contracts and frameworks.

Skills and Competencies

The types of skills/competencies required are in the following broad areas:

-
- Good understanding of digital technology contracts.
- Good understanding of NHS Frameworks and Contracts across Health and Social care
- Knowledge on how to identify, influence and manage critical suppliers.
- Supplier Third Party Risk management / Supply Chain Risk assurance
- Knowledge of enacting Supply Chain Strategy: People, systems, core processes and execution.
- Experience of delivering transformation change throughout the Health and Care Supply (or similar organisations with an equivalent complexity both in size, shape, and regulation)
- Knowledge of managing cyber security across all levels of Supply Chain
- Knowledge on how to identify levers to influence suppliers across Health Care.
- Knowledge on how to manage strategic supplier relationships.
- Knowledge on NHS providers and organisations to influence behaviours.
- Knowledge/experience of business analysis and requirements gathering
- Knowledge/experience of business change / implementation management
- Knowledge on defining and enacting supplier risk assurance mechanisms and frameworks
- Risk Management and knowledge of:
 - Regulatory Compliance: Knowledge of health and social care regulations and compliance standards
 - Supply chain standards e.g., ISO28000 - Security Management Systems for Supply Chains

- Vendor Management: Experience is evaluating and managing third-party vendors and their security practices.
 - NHS Procurements Frameworks e.g., CCS e.g. Cybersecurity3/4, HSSF - Health System Support Frameworks, GPIT Futures (formerly known as GPSoC)
 - Industry products, services, and tooling for Cyber Supply Chain Management
 - Understanding and experience of Digital Assessment Technology Criteria (DTAC)
11. Understanding and experience of Health and social care standard financial instructions (SFIs), terms and conditions.

Definitions

Expression or Acronym	Definition
ICS	Integrated Care Systems
ICB	Integrated Care Boards
GPSoC	General Practice Systems of Choice
DTAC	Digital Assessment Technology Criteria

The below are only requirements that were issued as part of the tender specification and not the final SOWs. These will be issued on the SOW templates and signed as separate agreements.

SOW 1 – Supply Chain Management. Design Phase for Identification of Critical Suppliers

The first phase will be a piece of work to design & develop an agreed methodology/criteria/process that will define the scope and criteria of identifying critical suppliers in the supply chain. The delivery milestones are detailed as follows;

Milestone/Deliverables for SOW 1	Deliverables/Tasks	Timeframe or Delivery Date	Measured by
Initiation Meeting & Scoping MS1	Initiation An initial meeting between Buyer and Supplier to gain additional information and context regarding the Buyers organisation and to further clarify the scope.	Within week 1 of Contract Award	Agreed Plan Signed off & agreed with Programme Delivery Board
Research and Prep MS2	Research and prep 2.1 - Conduct research on other regulatory sectors & how they identify critical suppliers. Including but not limited to: <ul style="list-style-type: none"> • Healthcare. • Finance • Telecommunications • Energy 2.2 - Identify an ICS region to collaborate with, to develop & iterate the methodology.	Within 1 Month of contact commencement initial call	2.1 Expected Output: Research paper produced 2.2 Expected Output: ICS identified / engaged and agreed to participate throughout the entirety of this deliverable 2.3 Expected Output: Methods and approaches gathered/documentated Measured by: Meeting with Programme team Weekly Supply Chain Working Group progress updates Checkpoint meeting at week 4 to confirm if the deliverables on track / risks/mitigations.

	2.3 Work with the identified ICS trusts, to gather and document their approach to identification and management/assurance of critical suppliers.		
MS3 Identify Critical Suppliers Define and Design Stage	Criteria and Methodology 3.1 - Define and design the criteria, methodology and process for identifying critical services and suppliers throughout Health and Social care 3.2 - Ratify the criteria/methodology, ensuring extensive engagement & consultation with key stakeholders across the NHS (NHSE, JCU, ICS, ICB, NHS trusts and ASC). 3.3 - The methodology/criteria and associated workflow/process will work dynamically across the sector allowing all Health and Care organisations to identify their critical suppliers, whilst also ensuring central departments	Within 3 months of contact commencement initial call.	Meeting with Programme team Attendance at Weekly Supply Chain Working Group - progress updates 3.1 / 3.2 / 3.3: Expected Output – Designed, defined & Iterated methodology/criteria that can be utilised to Identify Critical suppliers for the intended groups (local organisations / aggregated view at central NHS/JCU level). Evidenced feedback and approval from key stakeholders Evidenced and approved progress via: Regular Attendance at ‘Design Advice’ Group to demonstrate evolving design work and seek Engagement with the chosen ICS and colleagues in Joint Cyber Unit / NHSE. Monthly checkpoint meeting to confirm if the deliverables are on track. Risk / Issue / Dependency review.

	<p>(NHS/DHSC) have an aggregated national view of critical suppliers.</p> <p>This should align with the NCSC guidance and principles on how to identify/assess the supply chain.</p>		<p>Attendance (and/or production of Documentation) for Cyber Improvement Delivery Board</p>
	<p>3.4 Define & process map the end-to-end future state methodology for identifying critical services and suppliers throughout Health and Care.</p>		<p>3.4 Expected Output – Process Map and associated artefacts to describe/run the e2e process</p>
	<p>3.5 Review and define requirements for reporting critical supplier (and potentially service) information</p>		<p>3.5 Expected Output – Definition Requirements Report</p>
	<p>3.6 Iterate and finalise design of supplier criticality matrix/methodology.</p> <p>Test/iterate criticality matrix/methodology/processes and outputs to see if these meets stakeholder expectations.</p> <p>Provide collateral to support initial design, evidenced by a desk-based proof of concept, and robust engagement</p>		<p>3.6 Expected Outputs – Methodology Design</p> <p>Desk based testing of methodology/criteria and process maps. Review/Test Process</p> <p>Desk-based P.O.C</p>
	<p>3.7: Demonstrate ongoing adherence to governance processes within the programme. Ensuring ongoing collaboration with</p>		<p>3.7 Expected Outputs: Attendance at the relevant governance checkpoints. Acting on feedback from these and amending designs accordingly. Approval of Design</p>

	<p>Workstream team members and across the wider programme.</p> <p>Adherence to established design principles and governance, through engagement with:</p> <ul style="list-style-type: none"> • Design Advice • Design Authority • Weekly Delivery Review boards • Delivery Board <p><u>Criticality Proof of Concept (PoC) and Pilot Preparation:</u></p> <p>3.8 Re-engage and commence PoC engagement with the identified ICS(to collaborate with, to develop & iterate the methodology)</p> <p>Create PoC and Pilot plan with a defined and documented criteria for success</p> <p>Define KPI and Benefits Measurements</p> <p>Develop guidance, education, and training to prepare the system to identify and tag critical services and systems</p> <p>Agree key data items and develop critical information repository to use for PoC and pilot</p> <p>Define data governance and assurance rules for sharing critical supplier information</p>		<p>3.8 Expected Outputs: ICS and providers engaged.</p> <p>Production of: PoC & Pilot plan KPI measurements agreed Methodology/criteria/artefacts ready to communicate</p> <p>Evidence of appropriate engagement/agreement with stakeholders from across the business</p> <p>PoC and Pilot Plan</p> <p>KPI/benefits Plan</p> <p>Guidance Material Pack</p> <p>Format to be agreed for PoC.</p> <p>Governance Guidance</p>
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	Commission design of interim reporting and presentation of critical supplier data		Finalise draft design for review and presentation to the Design Authority/ Delivery Board. Supply End of Design Stage documentation for Delivery Board
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Sow 2 - Supply Chain Management. Design Phase (Requirements gathering) for National Supplier Management Platform

Milestone/Deliverables for SOW 2: National Supplier Platform (Requirements)	Deliverables/Tasks	Timeframe or Delivery Date	Measured by
MS 4 Initiation Meeting & Scoping	Initiation 4.1 An initial meeting between Buyer and Supplier to gain additional information and context regarding the Buyers organisation and to further clarify the scope.	Within week 1 of Contract Award - sign off agreed with workstream lead	4.1 Expected Outputs: Context/scope/expectations agreed & understood Meeting with Programme team Weekly Supply Chain Working Group progress updates Checkpoint meeting to confirm if the deliverables on track / risks / mitigations.

MS5 Requirements gathering	<p>5.0 Requirements</p> <p>Key Tasks:</p> <ul style="list-style-type: none"> • Requirements/functionality gathering • Documentation • Workshops • Stakeholder Questionnaire Development • Stakeholder engagement and interview • Response Analysis • Conduct full market research and analysis into cyber security management, assurance tools and digital platforms. • Proof of Concept preparation <p>Identify, segment, and meet with key stakeholders in the Cyber Improvement Programme (CIP), NHSE, and the wider system to gather and refine use cases. requirements and define the platform's functionalities.</p> <p>Conduct workshops with NHSE/JCU and stakeholders in CIP to define and refine high-level objectives for the platform.</p> <p>Design and define requirements for a platform to understand, map, and streamline governance/assurance for management of (critical) suppliers and products (throughout the whole NHS/ASC system).</p>	Within 6 weeks	<p>Evidence of:</p> <p>Meeting with Programme team</p> <p>Attendance at Weekly Supply Chain Working Group / Progress updates</p> <p>Regular Attendance at 'Design Advice' Group to demonstrate evolving design work and seek</p> <p>Monthly checkpoint meeting to confirm if the deliverables are on track. Risk / Issue / Dependency review.</p> <p>Attendance (and/or production of Documentation) for Cyber Improvement Delivery Board</p> <p>5.0 Expected Outputs: Industry standard Requirements gathered, and prioritised relative to their importance / impact on cyber supply chain visibility and assurance.</p> <p>Workshops undertaken with representative sample of NHSE/JCU and system level colleagues</p>

	<p>Gather tooling and technology requirements for a national critical supplier platform. This should look to include requirements for Product assurance as well as a from a Supplier perspective.</p> <p>Requirements to include:</p> <ul style="list-style-type: none">• Business requirements• Functional requirements• Non-functional requirements• Interfaces (or Integration) (with existing and planned assurance processes / systems)• Workflow Requirements (alongside other workstream deliverables)• Data Sharing requirements• Security and Compliance requirements• Scalability needs <p>Use appropriate Prioritisation model to adequately rank requirements based on their importance/impact on achieving the defined objectives and most critical use cases.</p> <p>Further User/Stakeholder engagement (alongside CIP workstream) to develop clear use cases (user stories), detailing interactions with the system, data required, and interfaces with existing assurance methodologies (DSPT/DTAC etc).</p> <p>Review and Validate requirements, ensuring ongoing iteration/feedback throughout the requirements gathering period.</p>		
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	<p>5.1: Prepare for review by Design Authority, by finalising:</p> <ul style="list-style-type: none"> • Documented comprehensive specifications/requirements • Workflow descriptions • Documented interfaces • Acceptance criteria • Any assumptions / constraints • CIP design/stage gate documentation <p>5.2 Develop an options appraisal which considers suitability of solutions to capture and assure supply chain information. This will consider:</p> <ul style="list-style-type: none"> • Bespoke / 'off the shelf' platforms • Existing NHS platforms in use that could be developed to meet specified requirements • Options to build in-house 		<p>5.1 Expected Outputs: Requirements & supporting evidence documented</p> <p>Requirements summarised</p> <p>Design Authority slides & pre-engagement complete</p> <p>5.2 Expected Output Options appraisal as defined, along with summary slide deck</p>
MS6 Research and Prep	<p>6.0 Engagement and Research</p> <p>Conduct review and full market appraisal into 3rd party supplier (supply chain) cyber risk management digital platforms used throughout industry. Focussing on visibility, risk management, and assurance of (critical) suppliers throughout the supply chain.</p> <p>This will include (but not limited to) bespoke platforms (such Risk ledger, Bitsight, Reversing Labs).</p>	Within 9 weeks	<p>Meeting with Programme team</p> <p>Attendance at Weekly Supply Chain Working Group / Progress updates</p> <p>Regular Attendance at 'Design Advice' Group to demonstrate evolving design work and seek</p> <p>Monthly checkpoint meeting to confirm if the deliverables are on track. Risk / Issue / Dependency review.</p>

	<p>Document and analyse functionality of each platform. Develop a matrix-based evaluation, allowing for comparison of these platforms / digital tools.</p> <p>Gather and document existing assurance processes, ensuring key data interfaces are considered to support these processes, to capture and share supplier assurance information as/when needed</p> <p>Key output: Understanding the market, its players/functionality and how that can shape our requirements to go to market (or build) for an agnostic solution. Ensure the leading ‘top 10’ product providers are represented.</p> <p>Conduct an analysis of these 3rd party platforms (including platforms currently in use throughout the NHS, such as Atamis) that could be tailored to meet NHSE national cyber supplier platform requirements.</p> <p>Provide an assessment to their suitability to capture, manage and provide risk assurance for the wider system.</p>		<p>Attendance (and/or production of Documentation) for Cyber Improvement Delivery Board</p> <p>6.0 Expected Output Comprehensive report, detailing findings</p> <p>Summary slide desk as appropriate</p> <p>Analysis of 3rd party platforms, their functionality, and suitability based on requirements specified in MS5</p>
MS7 Design approval	<p><u>7.0 Approval of Design</u></p> <p>Finalise draft requirements for review and presentation to the Design Authority/ Delivery Board.</p>	Within 10 Weeks	<p>Approval of Design</p> <p>7.0 Expected Output Approval of Requirements / Programme Design Board.</p>

	<p>Prepare for further Proof of Concept stage. Allowing for Mock-up/wireframes and further iteration of requirements</p> <p>A Proof of Concept (PoC) for the National Supplier Platform aims to validate the feasibility and viability of the proposed platform. This PoC will focus on prototype/testing core functionalities and feasibility rather than full-scale development)</p> <p>Provide a list of Options and Recommendation for the CIP Board to review and endorse (as part of the Design authority). This will outline requirements, as well as summarise research findings, and how existing platforms - both currently in use within the NHS, as well as those available commercially - could be tailored to meet NHSE national cyber supplier platform requirements.</p>		<p>Evidence of appropriate engagement/agreement with stakeholders from across the business</p> <p>Finalise draft design for review and presentation to the Design Authority/ Delivery Board.</p> <p>Supply End of Design Stage documentation for Delivery Board</p> <p>Achieve sign off</p>
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Indicative Future SOW's Pipeline

The following outputs have been identified to be achieved by 2025. These high-level outputs will be in the form of commissioned Statement of Works throughout the duration of the contract.

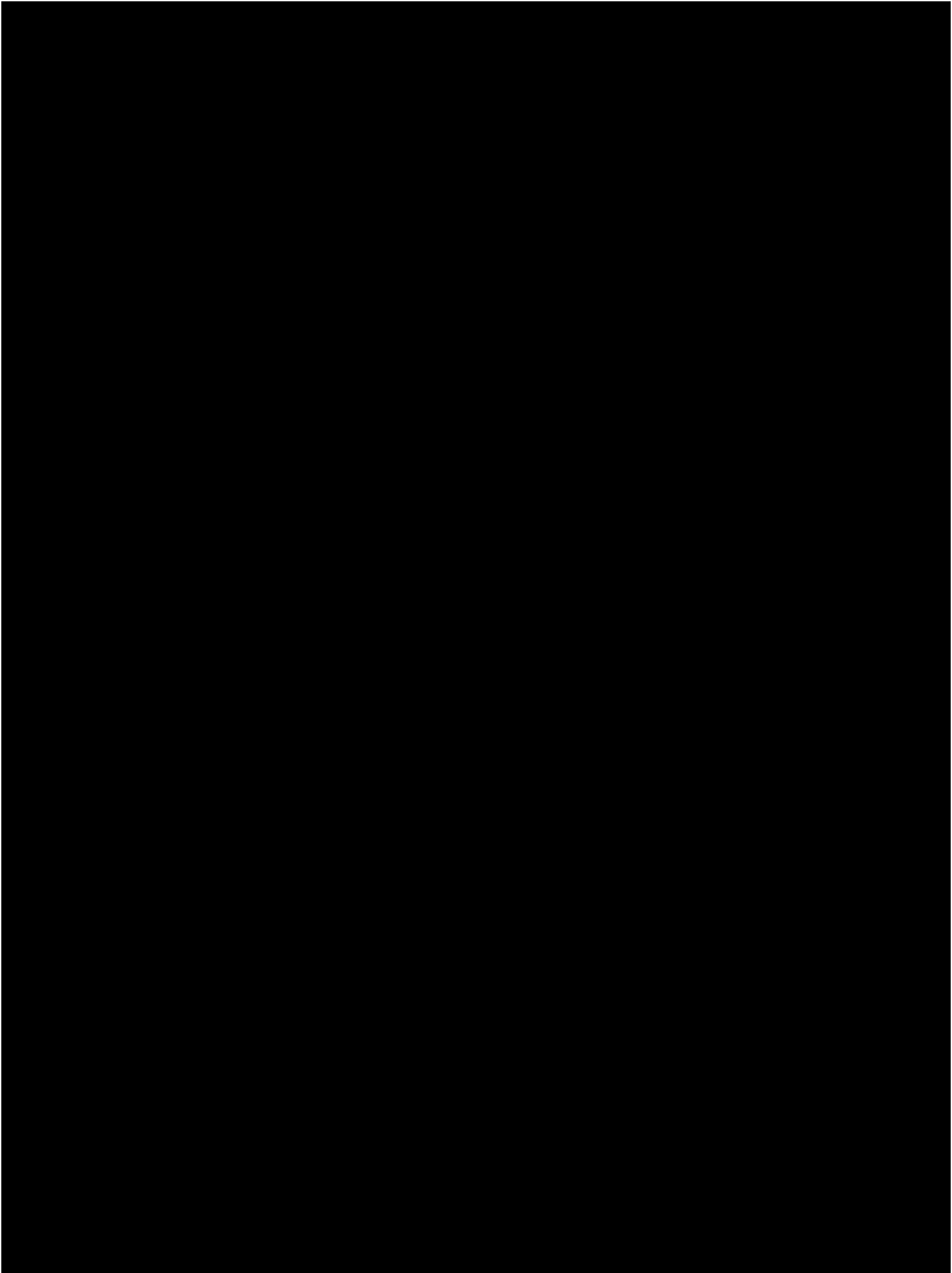
Milestone/Deliverables – Future SOW's	Deliverables/Tasks	Timeframe or Delivery Date
<ul style="list-style-type: none"> <u>Identification of Critical Suppliers - Part 2</u> 	<ul style="list-style-type: none"> Build and Test – Further iterate and test methodology/process/criteria used in the proof of concept before moving to full Pilot 	
<ul style="list-style-type: none"> Proof of Concept Pilot Critical Supplier Identification 	<p>12.</p> <ul style="list-style-type: none"> Run Proof of Concept, in preparation of the Pilot Pilot to be conducted, with a prioritised wider Provider / Supplier base. Pilot critical supplier identification criteria, methodology and technology Capture and report requirements of supplier criticality information Analyse data for the pilot and create report Finalise process map, outlining the process for identifying critical services and suppliers. Commission education, training, and awareness of critical supplier identification approach. Identify and conduct pilot criticality service and supplier assessment, with a priority risk group in the health and care system and/or an entire ICS region <p>13.</p>	By 1.4.2025

Milestone/Deliverables – Future SOW's	Deliverables/Tasks	Timeframe or Delivery Date
<ul style="list-style-type: none"> National Critical Supplier Platform (Requirements) - Further POC of Requirements / further iterations 	<ul style="list-style-type: none"> The Proof of Concept (PoC) for the National Suppliers Platform aims to validate the feasibility and viability of the proposed platform. This PoC will focus on demonstrating core functionalities and technical feasibility rather than full-scale development. Continuous iteration, factoring in assurance/data requirements from other CIP deliverables Run PoC utilising Mock-up/wireframes/prototype tools to simulate platform and processes. Prove platform requirements (and associated processes/interfaces) meet Objectives and problem statements. Stakeholder and Design authority acceptance Develop an options appraisal which considers 	By 1.11.2024

	<ul style="list-style-type: none"> ○ Analysis of existing NESE platforms/systems, and how their solutions compare to finalised requirements ○ Analysis of 3rd party platforms on the market compared to finalised requirements ○ Recommendations 	
<ul style="list-style-type: none"> • Supplier and 3rd Party Definition (Policy) 	<ul style="list-style-type: none"> • Discover and document the full spectrum of what constitutes a supplier, re-seller, 4th party and supplier chain partner, identifying potential outliers (i.e., NHSE as a supplier/ University of Manchester as a supplier). • Communicate and clarify to the health and care system supplier, re-seller, 4th party and supplier chain attributes. Provide case study examples 	By 15.11.2024
Supplier Risk Assurance Framework & Future Model	<ul style="list-style-type: none"> • Purpose: Design and define a supplier risk assessment Framework and future model. • Define and map current risk assurance requirements, responsibilities, and accountabilities across the contract life cycle • Create a matrix/methodology/framework for risk assessment going forward. Finalise and document supplier cyber risk assurance responsibilities for the health and care system • Identify a portfolio of investment/regulatory policies/resources (people), to enable supplier cyber risk assurance responsibilities and accountabilities across the health and care system, aligned to the agreed framework. • Formalise all agreed actions in a Supplier Risk Assurance Model for health and social care • Ensure aligned to Cyber Target Operating Model 14. 	By 1.4.2025
<ul style="list-style-type: none"> • Standardised Contract & Framework Clauses 	<ul style="list-style-type: none"> • Gather best practice insight on cyber security clauses 	By 1.4.2025

	<ul style="list-style-type: none"> • Enact an extensive discovery of existing routes to market, mapping out all Frameworks and Procurement pathways and define KPI measurements • Complete Impact Assessment on existing Frameworks • Agree a mandatory (regulation) baseline of contract T&Cs to embed into the NHS Standard Contract. Legal means test clauses/T&Cs. • Define contract T&C clauses and FAQ supplier security assurance provisions for NHS endorsed IT & Digital Frameworks (i.e., CCS Cyber 3 & G-Cloud) • Ensure proposed T&C's and contract clauses are checked by Crown commercial service and/or Government legal department • Provide guidance to accompany Contract and Framework clauses – i.e., case studies for when provisions may be required. • Agree a risk governance exception reporting process, whereby health and care organisation (and potentially framework providers) must report instances of not using mandatory baseline contract T&Cs. • Publish/Implement security schedules and contract T&C's • Provide guidance to support/accompany contract and framework clauses • Deliver Communications and engagement activities • Enact a robust implementation phase, ensuring renewed framework and contract clauses are embedded in existing frameworks (and other defined routes to market), communicated widely throughout the system, with firm plans in place to embed these T&Cs in any frameworks that cannot be dynamically changed. <p>15.</p>	
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Suppliers Tender Response



Commissioning Process

1. Project specific statement of requirements for future call offs

4.1 Where the Authority wishes to commission work under this Call Off Contract, it shall:

4.2 Detail the requirements for each individual project including milestones and acceptance criteria ("Project Requirements") substantially in the format set out in the Order Form.

4.3 The Authority's commercial team will communicate Project Requirements to the Supplier whereupon the Supplier shall have five (5) working days (or an alternative period as set out by the Authority upon communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Commercial department/dedicated Commercial Leads.

4.4 The Supplier shall respond to the Project Requirements (the "Supplier's Solution") in the format specified by the Authority at the point of communicating the project requirements.

4.5 The Supplier's Solution shall include details of how the work will be undertaken, a timeline/activity plan along with CV's (if requested) and a summary of the expertise in the proposed resourcing model, it shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Authority. Where no format is specified, the method used to calculate the price shall be set out in sufficient detail for the Authority to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down by the day rates of resources operating on each project and will be no more expensive than the day rates set out in its Tender.

4.6 In most instances, fixed fee or output-based pricing will be used. In other instances, capped T&M will be utilised based on the submitted rate card. The final decision would lie with the Authority.

4.7 Within five (5) working days of receipt of the Supplier's Solution, or in any other period the Authority deems appropriate, the Authority shall review and feedback comments on the Supplier's Solution.

4.8 Within two (2) working days of the Authority providing this feedback (or an alternative period as set out by the Authority upon communicating its feedback) the Supplier shall provide a final Supplier's Solution to the Authority.

4.9 Where the Authority agrees with the Supplier's Solution the Authority will issue via its eProcurement system for signatures, whereupon the Supplier shall commence delivery of the Services. During this process there will be internal governance and approvals to comply with before signatures and commencement of a SOW can commence.

4.10 Amendments to Project Requirements (and associated pricing) after the execution of the associated Project Requirements shall follow the Variation process set out in Schedule 2 of the Call-Off Contract and actioned through the Commercial Team.

4.11 Close off from projects after the execution of a Project Requirement shall follow the Acceptance Criteria Sign Off detailed in the SOW template.

4.12 At any point during or before the Commissioning Process, the Authority may seek alternative means of delivering the requirement including potentially recompeting the requirement.

4.13 The Call-Off Contract is non-exclusive, and the Authority does not commit to awarding any work as part of this Call-Off Contract.

5. Management information/reporting

5.1 The provider shall provide a monthly report to the Buyer to include the following information:

- Work package Commencement Date
- Work package Expiry Date
- Original value
- PO Number
- Invoices Paid to Date
- Outstanding invoices
- Balance

5.2 Deliverables

- Original work package Date, Revised Forecast Date
- Status - Not started, On-hold, In Progress, Completed, Cancelled, Variation (not in original work package)
- Satisfactorily meeting contract deliverables/KPIs – Signoff (Yes/No)

For Outcomes

- Original Cost Per Deliverable, Forecast / Actual Cost Per Deliverable

For T&M

- Role ID, Role, Original budget days, Forecast / Actual days, Start Date, Planned End Date, Actual / Forecast End Date
- List of all sub-contractors (including Personal Service Companies)
- Supplier RAG – Supplier overall view of work package status

6. Continuous improvement

The buyer expects the supplier to continually improve the delivered services throughout the contract duration.

The supplier should present new ways of working to the Authority during monthly/quarterly contract review meetings.

Changes to service delivery must be brought to the Authority's attention and agreed upon before implementation.

7. Quality

7.1 The Supplier must ensure they meet and comply with the following credentials;

7.2 The supplier should be ISO27001 certified and/or at very minimum hold Cyber Essential Plus certification. (Certificates to be provided at the contract award stage)

16.

7.3 All supplier staff must have been BPSS checked, at least in the last 18 months, before they start work on the programme.

7.4 NCSC Certified

7.5 Deliverables e.g. processes, methodologies, etc. must align to ISO standards.

7.6 All sub-contractors must fulfil the same requirements and must be able to evidence their own due diligence against our requirements.

8. Price

8.1 Prices are to be submitted via the e-Sourcing Suite Atamis as an uploaded Price Schedule Template (in the Commercial Envelope) excluding VAT and including all other expenses relating to Contract delivery.

8.2 The provider will provide a costing model that reflects industry standard consultancy role rates to deliver each of the SOW's deliverables with the flexibility to carry out further work as the Cyber Improvement programme progresses and discussion on priority areas of each workstream matures.

8.3 The applicable charging method(s) for this contract will be based on fixed pricing with deliverables issued through statement of works. The suppliers will be required to provide day rate cards within the agreed maximum day rates for transparency.

8.4 No expenses other than approved travel in accordance with the NHSE Expense Policy shall be chargeable under this Contract.

8.5 The provider will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request.

8.6 The provider will keep an ongoing record of spend to date, forecast spend to end of work package (by PO if the PO value differs), and any forecast variation of under or overspend against each work package. The Supplier will provide records to the Buyer for inspection on request.

9. Staff and customer service

9.1 The supplier shall ensure that staff understand the buyer's vision and objectives and provide excellent customer service to the buyer throughout the duration of the Contract.

9.2 The supplier's staff assigned to the Contract shall have an excellent understanding of:

- The cyber threat landscape: the consultant should hold relevant compliance, technical or commercial roles.

- Industry-standard security architecture methodologies, frameworks, and best practices.
- The NHS and the health and care system.

9.3 The supplier shall provide their proposed project team, including a skills profile, and any knowledge-based specialities of relevant team members for each Call Off commissioned under this Call Off Contract

10. Security and confidentiality requirements

10.1 The Provider must be compliant with all the mandatory requirements detailed within this specification.

10.2 The supplier's staff assigned to deliver the work package deliverables must have been BPSS checked, at least in the last 18 months, before they start work on the programme.

10.3 The outputs of the statement of requirements and/or the results of the deliverables of the contract may involve working with classified material within our critical national infrastructure hence confidentiality/security restrictions may apply and will be addressed at SOW level.

10.4 The supplier must have a good understanding of the Data Protection Legislation, particularly the UK GDPR and Data Protection Act 2018 (DPA).

11. Payment and invoicing

11.1 Payment - 30 days from the invoice date.

11.2 Invoices should be submitted via electronic invoicing Tradeshift. To register for Tradeshift please visit <https://nhssbs.support.tradeshift.com/> and view the section called 'Getting Started with Tradeshift'; or in the limited circumstances where electronic invoicing is not possible, please email invoices and credit notes to the following email address sbs.apinvoicing@nhs.net with the billing address on the invoice being:

NHS ENGLAND
X24 PAYABLES K005
K005PO BOX 312
LEEDS
LS11 1HP

- Invoices should contain the following information;
- the purchase order number
- Appropriate reference and subject title of the SoW
- A copy of the deliverables/sign off criteria signed from the Programme Head/Lead.

11.3 Expenses shall be subject to NHSE expense policy.

12. Contract management

- 12.1 The Programme will host an initiation meeting with relevant parties from the Provider organisation to commence the project.
- 12.2 SOW review – weekly or on an as and when basis.
- 12.3 Monthly contractual performance - Review Work Order performance and feedback on meeting contract needs, Strategic discussions e.g. pipeline.
- 12.4 Quarterly contract reviews
- 12.5 Attendance at contract review meetings shall be at the Provider 's own expense.

13. Location

The location of the Services will be carried out remotely or at a UK based location, these are to be confirmed at each Call Off commissioned.

Schedule 6

Commercial Schedule

This is a Call- Off Contract and as such there is no commitment to spend, the commissioning process is outlined Schedule 5- Specification and Tender Response.

The total approved value of this Call off contract is [REDACTED], there is no commitment to spend. Any spend under this Call off contract is subject to individual business case approvals on a Statement of Works basis as outlined below.

For the purposes of the Commercial Schedule that applies to this Call off contract, any future SOWs will be subject to individual business case approvals utilising the Supplier Rate card as detailed in Annex 1- Financial Model.

SOW 1 & SOW 2 will be signed as separate agreements to this Call- Off order form and have had full business case approval for FY 23/24.

Any future SOWs will be under FY 25/26 and subject to full governance and approvals prior to execution.

Pricing for initial SOWs to be signed as separate agreements.

Price for SOW 1-Design Phase for Identification of Critical Suppliers

Role and Grade from Rate Card	Rate (from the rate card Tab A)	Representative deployment - no. of days**	SOW 1 Total
Health & Supplier Industry Expert Direction			
Assignment lead - Health & Supplier Leadership			
Third Party Risk Management / Supply Chain Risk Assurance			
Supply Chain - User / Market Research			
Cyber Security: Risk Assessment & Data Analytics			
Health & Supplier Industry Expert Direction INVESTED*			
Assignment lead - Health & Supplier Leadership INVESTED*			
Third Party Risk Management / Supply Chain Risk Assurance INVESTED*			
Supply Chain - User / Market Research INVESTED*			
Cyber Security: Risk Assessment & Data Analytics INVESTED*			

Total cost [REDACTED]

Price for SOW 2-Design Phase (Requirements gathering) for National Supplier Platform

Role and Grade from Rate Card	Rate (from the rate card Tab A)	Representative deployment - no. of days**	SOW 2 Total
Health & Supplier Industry Expert Direction			
Assignment lead - Health & Supplier Leadership			
Cyber Security: Risk Assessment & Data Analytics			
Third Party Risk Management / Supply Chain Risk Assurance			
Supply Chain - Support			

Total cost [REDACTED]

Schedule 7

Staff transfer

The optional parts of this Schedule 7 below shall only apply to this Contract where such parts have been checked.

Part A ☐ Part A ☒ No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 1.2 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:
 - 1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 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 provisions of Part D of this Schedule 7.

Part B ☐ Staff transfer from the Authority under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Transferring Employees will transfer on the Transfer Date to the Supplier or any Sub-contractor pursuant to TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Transferring Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (including the right to continued access to the NHS Pension Scheme or access to a Broadly Comparable pension scheme which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.

- 1.3 The Supplier's agreement in Clause 1.2 of Part B of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any employee identified as a Transferring Employee to object to being transferred to the Supplier or any Sub-contractor.
- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
 - 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Authority with the information required under regulation 13(4) of TUPE. 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 breach of this obligation;
 - 1.4.2 provide such assistance and information to the Authority as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Transferring Employees, trade unions and employee representatives);
 - 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Transferring Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Authority will on or before the Transfer Date:
 - 1.5.1 pay all wages, salaries and other benefits of the Transferring Employees (including any contributions to retirement benefit schemes) and discharge all other financial obligations (including reimbursement of any expenses) owing to the Transferring Employees in respect of the period before the Transfer Date;
 - 1.5.2 procure that any loans or advances made to the Transferring Employees before the Transfer Date are repaid to it;
 - 1.5.3 account to the proper authority for all PAYE tax deductions and national insurance contributions payable in respect of the Transferring Employees in the period before the Transfer Date; and
 - 1.5.4 pay the Supplier the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Transfer Date.
- 1.6 The Authority will:

- 1.6.1 provide such assistance and information to the Supplier as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor, including the provision of all employee liability information identified in regulation 11 of TUPE in relation to the Transferring Employees; and
- 1.6.2 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE.
- 1.7 The Authority shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Authority in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier or Sub-contractor, including the Supplier or Sub-contractor failing to comply with its obligations under regulation 13 of TUPE, but only to the extent that such claim is brought by:
 - 1.7.1 any of the Transferring Employees (whether on their own behalf or in their capacity as employee representatives); or
 - 1.7.2 any trade union, staff association or staff body recognised by the Authority in respect of any of the Transferring Employees or any employee representatives acting on behalf of any of the Transferring Employees.
- 1.8 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and other Staff.
- 1.9 The Supplier shall indemnify and will keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with:
 - 1.9.1 any act or omission of the Supplier or Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Transferring Employee or Staff (including but not limited to any liability which arises because a Transferring Employee's employment with the Supplier or Sub-contractor is deemed to include their previous continuous employment with the Authority);
 - 1.9.2 any act or omission of the Supplier or 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 Authority's failure to comply with regulation 13 of TUPE;
 - 1.9.3 any allegation or claim by a Transferring Employee or any other employee of the Authority that in consequence of the transfer of Services to the Supplier or Sub-contractor there has or will be a substantial

change in such Transferring Employee's working conditions to their detriment within regulation 4(9) of TUPE; and

- 1.9.4 any allegation or claim that the termination of employment of any of the Transferring Employees or any other employee of the Authority whether on or before the Transfer Date which arises as a result of any act or omission by the Supplier or Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.10 If any person who is an employee of the Authority who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from the Authority to the Supplier or any Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned:
 - 1.10.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 1.10.2 the Authority may offer employment to such person within twenty eight (28) days of the notification by the Supplier;
 - 1.10.3 if such offer of employment is accepted, the Supplier or Sub-contractor shall immediately release the person from their employment; and
 - 1.10.4 if after the period specified in Clause 1.10.2 of Part B of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or such offer has been made by the Authority 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 from the Transfer Date.

Part C ☐ Staff transfer from a current provider under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Third Party Employees will transfer on the Transfer Date to the Supplier or a Sub-contractor pursuant to TUPE, the Cabinet Office Statement and (where relevant) Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Third Party Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (and including (where relevant) the right to secure access or continued access to the NHS Pension Scheme or access or continued access to a Broadly Comparable pension scheme in accordance with Fair Deal for Staff Pensions (which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.
- 1.3 The Supplier's agreement in Clause 1.2 of Part C of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any Third Party Employee to object to being transferred to the Supplier or any Sub-contractor.
- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
 - 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Third Party with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority and any Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;
 - 1.4.2 provide such assistance and information to the Third Party as it may reasonably request to facilitate a smooth and efficient handover of the Third Party Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Third Party Employees, trade unions and employee representatives);
 - 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Third Party Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Supplier shall be responsible for, or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date, for all remuneration, benefits, entitlements and outgoings in respect of the Third Party Employees and other Staff.

- 1.6 The Supplier shall indemnify and will keep indemnified the Authority and any Third Party in relation to any Employment Liabilities arising out of or in connection with:
 - 1.6.1 any act or omission of the Supplier or a Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Third Party Employee or Staff (including but not limited to any liability which arises because a Third Party Employee's employment with the Supplier or a Sub-contractor is deemed to include their previous continuous employment with the Third Party);
 - 1.6.2 any act or omission of the Supplier or a 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 Third Party's failure to comply with regulation 13 of TUPE;
 - 1.6.3 any claim or allegation by a Third Party Employee or any other employee of the Authority or Third Party that in consequence of the transfer of Services to the Supplier or a Sub-contractor there has or will be a substantial change in their working conditions to their detriment within regulation 4(9) of TUPE; and
 - 1.6.4 any claim or allegation that the termination of employment of any of the Third Party Employees or any other employee of the Third Party whether on or before the Transfer Date or not which arise as a result of any act or omission by the Supplier or a Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.7 The Authority shall use reasonable endeavours to transfer to the Supplier or any Sub-contractor the benefit of any indemnity it has from the Third Party.

Part D ☐ Provisions regarding pensions (only applicable to the Contract if this box is checked or Clause 1.2.4 of Part A of this Schedule 7 applies)

Broadly comparable pension benefits ☐ (Clause 1.4 of this Part D of this Schedule 7 only applies to the Contract if this box is checked or 1.2.4 of Part A of this Schedule 7 applies. For the avoidance of doubt, where this box is not checked, but the Part D box above is checked all of the provisions of this Part D of this Schedule 7 shall apply to this Contract except Clause 1.4 of this Part D of this Schedule 7).

1 Pension protection for Eligible Employees

1.1 General

1.1.1 The Supplier shall procure that, if relevant, each of its Sub-contractors shall comply with the provisions in this Schedule 7 as if references to the Supplier were to the Sub-contractor.

1.2 Membership of the NHS Pension Scheme

1.2.1 In accordance with Fair Deal for Staff Pensions, the Supplier to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, shall on or before the Employee Transfer Date, each secure a Direction Letter to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, or as appropriate rejoin or secure eligibility for the NHS Pension Scheme for so long as they remain employed in connection with the delivery of the Services under this Contract.

1.2.2 The Supplier must supply to the Authority a complete copy of the Direction Letter as soon as reasonably practicable after the Employee Transfer Date.

1.2.3 The Supplier shall comply with the terms of the Direction Letter (including any terms which change as a result of changes in Law) for so long as it remains bound by the terms of the Direction Letter.

1.2.4 Where any Staff (including any Transferred Staff) omitted from the Direction Letter supplied in accordance with Part D of this Schedule 7 is subsequently found to be an Eligible Employee, the Supplier (or its Sub-contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Employee Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.

1.2.5 The Supplier shall ensure that all data relating to the Eligible Employees and the NHS Pension Scheme is up to date and is provided to the Authority as requested from time to time.

1.3 Contributions payable

1.3.1 The Supplier shall pay to the NHS Pension Scheme all such amounts as are due under the Direction Letter and shall deduct and pay to the NHS

Pension Scheme such employee contributions as are required by the NHS Pension Scheme.

1.3.2 Where during the Term the standard employer contribution rate which the Supplier is required to pay into the NHS Pension Scheme pursuant to the terms of its Direction Letter is increased to a rate which is over and above the rate which was applicable to the Supplier as at the date of this Contract and such rate increase results in an increased cost to the Supplier overall in relation to the provision of the Services ("Cost Increase"), the Supplier shall (subject to Clause 1.3.3 of Part D of this Schedule 7 and the provision of supporting information) be entitled to recharge a sum equal to the Cost Increase to the Authority. The Supplier shall only be entitled to recharge any Cost Increase to the Authority pursuant to this Clause 1.3.2 of Part D of this Schedule 7 in circumstances where the Cost Increase arises solely as a direct result of a general increase in the employer contribution rate applicable to all employers participating in the NHS Pension Scheme and not in circumstances where the employer contribution rate applicable to the Supplier is increased for any other reason, including as a result of any acts or omissions of the Supplier which give rise to any costs or additional charges (including interest) being charged to the Supplier which are over and above the minimum employer contributions payable by an employer in the NHS Pension Scheme (including as a result of a failure by the Supplier to comply with the terms of its Direction Letter or to meet its obligations to the NHS Pension Scheme).

1.3.3 The Supplier must supply all such information as the Authority may reasonably request from time to time in order to support any claim made by the Supplier pursuant to Clause 1.3.2 of Part D of this Schedule 7 in relation to a Cost Increase.

1.3.4 Where during the Term the standard employer contribution rate which the Supplier is required to pay in relation to the NHS Pension Scheme pursuant to the terms of its Direction Letter is decreased as part of a general reduction in the standard employer contribution rate applicable to all employers participating in the NHS Pension Scheme to a rate which is lower than that which was applicable as at the date of this Contract and such decrease results in a cost saving for the Supplier (a "Cost Saving"), the Authority shall be entitled to reduce the amounts payable to the Supplier under this Contract by an amount equal to the Cost Saving. The Authority shall be entitled to deduct any Cost Saving from sums otherwise payable by the Authority to the Supplier under this Contract.

1.4 Broadly Comparable Pension Benefits

1.4.1 If the Authority in its sole discretion agrees that the Supplier or Sub-contractor need not provide the Eligible Employees with access to the NHS Pension Scheme, the Supplier must ensure that, with effect from the Employee Transfer Date until the day before the Subsequent Transfer Date, the Eligible Employees are offered access to a scheme

under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

- 1.4.2 The Supplier must supply to the Authority details of its Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Employee Transfer Date.

1.5 Transfer Option where Broadly Comparable Pension Benefits are provided

- 1.5.1 As soon as reasonably practicable and in any event no later than twenty (20) Business Days after the Employee Transfer Date, the Supplier must provide the Eligible Employees with the Transfer Option, where a Third Party offered, or the Supplier offers, a Broadly Comparable scheme.

1.6 Calculation of Transfer Amount

- 1.6.1 The Authority shall use reasonable endeavours to procure that twenty (20) Business Days after the Transfer Option Deadline, the Transfer Amount is calculated by the Third Party's Actuary or the Authority's Actuary (as appropriate) on the following basis and notified to the Supplier along with any appropriate underlying methodology.

- 1.6.2 If the Third Party offers a Broadly Comparable scheme to Eligible Employees:

- (i) the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in Clause (ii) of Part D of this Schedule 7 below must be aligned to the funding requirements of that scheme; and

- (ii) the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the Third Party's Broadly Comparable scheme), must be aligned to whichever of:

- (A) the funding requirements of the Third Party's Broadly Comparable scheme; or

- (B) the principles under which the Third Party's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment), gives the higher figure, provided that where the principles require the assumptions to be determined as at a particular date, that date shall be the Employee Transfer Date.

- 1.6.3 In the case of Transferring Employees or any Third Party Employees who have access to the NHS Pension Scheme (and who are classed as Eligible Employees), the Transfer Amount shall be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer

terms from the NHS Pension Scheme set by the Department of Health from time to time.

- 1.6.4 Each Party shall promptly provide to the Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

1.7 Payment of Transfer Amount

Subject to:

- 1.7.1 the period for acceptance of the Transfer Option having expired; and
- 1.7.2 the Supplier having provided the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) with completed and signed forms of consent in a form acceptable to the Third Party's pension scheme (or NHS Pensions) from each Eligible Employee in respect of the Transfer Option; and
- 1.7.3 the calculation of the Transfer Amount in accordance with Clause 1.6 of Part D of this Schedule 7; and
- 1.7.4 the trustees or managers of the Supplier's (or any Sub-contractor's) Broadly Comparable scheme (or NHS Pensions, as appropriate) having confirmed in writing to the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Authority will use reasonable endeavours to procure that the Third Party's pension scheme (or the NHS Pension Scheme, as appropriate) shall, on or before the Payment Date, transfer to the Supplier's Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

1.8 Credit for Transfer Amount

- 1.8.1 Subject to prior receipt of the Transfer Amount, by the trustees or managers of the Supplier's Broadly Comparable scheme (or NHS Pensions, as appropriate), the Supplier must procure that year-for-year day-for-day service credits are granted in the Supplier's (Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Supplier's pension scheme.
- 1.8.2 To the extent that the Transfer Amount is or shall be insufficient to provide benefits in the receiving scheme on the basis set out in Clause 1.8.1 above, the Supplier shall be liable to make a top-up payment into the receiving scheme such that benefits shall be provided by the receiving scheme on the basis set out in Clause 1.8.1 above.

1.9 Premature Retirement Rights

- 1.9.1 From the Employee Transfer Date until the day before the Subsequent Transfer Date, the Supplier must provide Premature Retirement Rights in respect of the Eligible Employees that are identical to the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

1.10 Breach and Cancellation of any Direction Letter(s) and Right of Set-Off

- 1.10.1 The Supplier agrees that it shall notify the Authority if it breaches the terms of the Direction Letter. The Supplier also agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier breaches the terms of this Direction Letter.
- 1.10.2 If the Authority is entitled to terminate this Contract pursuant to Clause 15.5.5 of Schedule 2, the Authority may in its sole discretion instead of exercising its right under Clause 15.5.5 of Schedule 2 permit the Supplier to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.
- 1.10.3 If the Authority is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Authority shall be entitled to deduct all or part of those arrears from any amount due to be paid by the Authority to the Supplier having given the Supplier five (5) Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Pensions in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.11 Compensation

- 1.11.1 If the Supplier is unable to provide the Eligible Employees with either:
- (i) membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or
 - (ii) a Broadly Comparable scheme,
- the Authority may in its sole discretion permit the Supplier to compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Supplier must meet the costs of the Authority in determining whether the level of compensation offered is reasonable in the circumstances.
- 1.11.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.12 Supplier Indemnities Regarding Pension Benefits and Premature Retirement Rights

- 1.12.1 The Supplier must indemnify and keep indemnified the Authority and any Successor against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Employee Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 1.12.2 The Supplier must indemnify and keep indemnified the Authority, NHS Pensions and any Successor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Term.
- 1.12.3 The Supplier must indemnify the Authority, NHS Pensions and any Successor against all Losses arising out of its breach of this Part D of this Schedule 7 or the terms of the Direction Letter.

1.13 Sub-contractors

- 1.13.1 If the Supplier enters or has at the Commencement Date entered into a Sub-contract for delivery of all or part of the Services it shall impose obligations on its Sub-contractor in the same terms as those imposed on the Supplier in relation to Pension Benefits and Premature Retirement Benefits by this Part D of this Schedule 7, including requiring that:
 - (i) if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-contract; or
 - (ii) if the Supplier has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Supplier's pension scheme into the Sub-contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-contractor, the NHS Pension Scheme) on the basis set out in Clause 1.8 of Part D of this Schedule 7, except that the Supplier or the Sub-contractor as agreed between them, must make up any shortfall in the transfer amount received from the Supplier's pension scheme.

1.14 Direct Enforceability by the Eligible Employees

- 1.14.1 Notwithstanding Clause 30.8 of Schedule 2, the provisions of this Part D of this Schedule 7 may be directly enforced by an Eligible Employee against the Supplier and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that

any Eligible Employee shall have the right to enforce any obligation owed to him or her by the Supplier under this Part D of this Schedule 7 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

- 1.14.2 Further, the Supplier must ensure that the Contracts (Rights of Third Parties) Act 1999 shall apply to any Sub-contract to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

1.15 Pensions on Transfer of Employment on Exit

- 1.15.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Supplier must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):

- (i) not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Subsequent Transfer Date;
- (ii) within thirty (30) Business Days of being requested to do so by the Authority or Successor, (or if the Successor is offering Eligible Employees access to the NHS Pension Scheme, by NHS Pensions), provide a transfer amount calculated in accordance with Clause 1.6 of this Part D of this Schedule 7; and
- (iii) do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Authority be necessary or desirable and to enable the Authority and/or the Successor to achieve the objectives of Fair Deal for Staff Pensions.

Schedule 8

Expert Determination

1 **Dispute Process**

- 1.1 During any Dispute, including a Dispute as to the validity of the 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).
- 1.2 In the case of a Dispute 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 shall follow the procedure set out in this Schedule 8.
- 1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:
 - 1.3.1 the material particulars of the Dispute; and
 - 1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.
- 1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").
 - 1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").
 - 1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.
 - 1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at Clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in Clause 1.4.2 of this Schedule 8.
 - 1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.
- 1.5 If the procedure set out in Clause 1.4 of this Schedule 8 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 1.6 of this Schedule 8). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 1.6 of this Schedule 8.
- 1.6 Where the Dispute is referred to binding expert determination the following process will apply:
 - 1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the

Dispute to expert determination and giving brief details of its position in the Dispute.

- 1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an “**Expert**”). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen’s Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in Clause 1.6.1 of this Schedule 8 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.
- 1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in Clause 1.6.5 of this Schedule 8).
- 1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.
- 1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later (“**Date of Final Representations**”). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.
- 1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).
- 1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen’s Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party Queen’s Counsel of their choosing under this Clause 1.6.7 of this Schedule 8. The Parties will pay any such third party costs incurred pursuant to this Clause 1.6.7 of this Schedule 8 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.
- 1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the “**Expert’s Decision**”) within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

- 1.6.9 The Expert's Decision shall include reasons.
- 1.6.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.
- 1.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.
- 1.6.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.
- 1.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.
- 1.7 Nothing in this Contract shall prevent:
 - 1.7.1 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
 - 1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 1.8 Subject to Clause 1.7 of this Schedule 8 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 8 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert's Decision.
- 1.9 This Schedule 8 shall survive the expiry of or earlier termination of this Contract for any reason.

Schedule 9

CHANGE CONTROL

1. Variation Form

- 1.1 Where the Authority or the Supplier sees a need to change this Contract or the Services provided under it, the Authority may at any time request and the Supplier may at any time recommend, such change in accordance with the Change Control Process set out in paragraph 2 of this Schedule.
- 1.2 The parties agree that no change to the Contract shall occur or be deemed to have occurred through course of conduct or otherwise, but only through the application of the provisions of this Schedule. No amendments to the Contract shall be valid unless they have been agreed in writing on behalf of the Authority and the Supplier.
- 1.3 Until such time as a change is made in accordance with this Change Control Process, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms prior to such change.
- 1.4 Any work undertaken by the Supplier which has not been authorised in advance by a change, and which has not been otherwise agreed in accordance with the provisions of this Schedule, shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedures

- 2.1 Discussion between the Authority and the Supplier concerning a change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Contract by the Authority; or
 - (c) a recommendation to change this Contract by the Supplier.
- 2.2 Each Change Control Note shall be in the form set out below.
For each Change Control Note submitted by the Supplier, the Authority shall
 - (a) allocate a sequential number to the Change Control Note; and
 - (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information; or
 - (ii) arrange for signatures of the Change Control Note via the Authorities signature portal Atamis ; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.
- 2.3 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this Contract.

- 2.4 The final decision as to whether to accept or reject a Change Control Note will rest with the Authority provided that the Authority will act reasonably and in good faith when making such determination and decision.
- 2.5 Any changes to this Contract, including to the Services, shall be recorded and agreed in the Change Control Notification form detailed below:

Contract Details		
This variation is between:	NHS England (“the Authority”) and [insert name of Supplier] (“the Supplier”)	
Contract name:	[insert name of contract to be changed] (“the Contract”)	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Authority/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment if applicable shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Authority to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

- 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Supplier / Authority
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 10 Data Protection Protocol

Table A – Processing, Personal Data and Data Subjects

This Table A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Authority at its absolute discretion.

4. The contact details of the Authority's Data Protection Officer are: [REDACTED]: Email: england.dpo@nhs.net
5. The contact details of the Supplier's Data Protection Officer are: [REDACTED], Email: [REDACTED]

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation in respect of:</p> <p>Named contacts, email addresses.</p> <p>Whilst the main contract does not have personal data processing it is acknowledged that if any future personal data should occur during the lifetime of the contract, this will be managed at SOW level only.</p>
Subject matter of the Processing	<p>Names</p> <p>Email addresses</p>
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as</p> <p>collection, recording, organisation, structuring, storage, adaptation</p> <p>or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,</p> <p>alignment or combination, restriction, erasure or destruction of data</p>

	(whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc
Type of Personal Data being Processed	The below is between NHS England and The Supplier Name Email Address (Work only) Mobile Phone Number
Sensitive Data being Processed	No sensitive data applies to this contract.
Categories of Data Subject	N/A
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted after the expiry or termination of this Order Contract unless longer retention is required by Law or the terms of any Work Order (SOW) arising hereunder.
Technical and organisational measures including technical and organisational measures to ensure the security of the data	N/A to the Call off Order Form. If this is required in future SOWs this will be managed at SOW level.

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: “Authority”, “Data Protection Legislation”, “UK GDPR”, “Process” and “Processor” and “Supplier” are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Controller”	shall have the same meaning as set out in the UK GDPR;
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“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer”	shall have the same meaning as set out in the UK GDPR;
“Data Recipient”	means that Controller who receives the relevant Personal Data;
“Data Subject”	shall have the same meaning as set out in the UK GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Transferor”	means that Controller who transfers the relevant Personal Data;
“Information Commissioner”	means the Information Commissioner in the UK;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of Processing;
“Personal Data Breach”	shall have the same meaning as set out in the UK GDPR;
“Processor”	shall have the same meaning as set out in the UK GDPR;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sensitive Data”	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
“Sub-processor”	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1. Supplier as data processor

1.1 Purpose and scope

- 1.1.1 The purpose of this Clause 0 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.
- 1.1.2 This Clause 0 applies to the Processing of Personal Data as specified in Table A.
- 1.1.3 Table A is an integral part of this Clause 0.
- 1.1.4 This Clause 0 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.
- 1.1.5 This Clause 0 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

1.2 Invariability of Clause 0

- 1.2.1 The Parties undertake not to modify Clause 0, except for adding information to Table A or updating information in it.
- 1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 0 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 0 or detract from the fundamental rights or freedoms of Data Subjects.

1.3 Interpretation

- 1.3.1 Where this Clause 0 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.
- 1.3.2 This Clause 0 shall be read and interpreted in the light of the provisions of the UK GDPR.
- 1.3.3 This Clause 0 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

1.4 Hierarchy

- 1.4.1 In the event of a contradiction between this Clause 0 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 0 is agreed or entered into thereafter, this Clause 0 shall prevail.

1.5 Description of the processing

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

1.6 Obligations of the Parties

1.6.1 Instructions

- (i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.
- (ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

1.6.2 Purpose Limitation

- (i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

1.6.3 Duration of the Processing of Personal Data

- (i) Processing by the Processor shall only take place for the duration specified in Table A.

1.6.4 Security of Processing

- (i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
- (ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.6.5 Sensitive Data

- (i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

1.6.6 Documentation and compliance

- (i) The Parties shall be able to demonstrate compliance with this Clause 0.
- (ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 0.
- (iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 0 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 0, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.
- (iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.
- (v) The Parties shall make the information referred to in this Clause 0, including the results of any audits, available to the Information Commissioner on request.

1.6.7 Use of Sub-processors

- (i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 0 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.
- (ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 0. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 0 and to the UK GDPR.
- (iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the

Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.

- (iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.
- (v) The Processor shall agree a third party beneficiary clause with the Sub-processor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

1.6.8 International Transfers

- (i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.
- (ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR, provided the conditions for the use of those standard contractual clauses are met.

1.7 Assistance to the Controller

- 1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.
- 1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and **Error! Reference source not found.**, the Processor shall comply with the Controller's instructions.
- 1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the

nature of the data Processing and the information available to the Processor:

- (i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;
- (ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;
- (iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and
- (iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

1.8 Notification of Personal Data Breach

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2 Personal Data Breach concerning data Processed by the Controller

- (i) In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:
 - (A) in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);
 - (B) in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:
 - 1) the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 2) the likely consequences of the Personal Data Breach; and

- 3) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (C) in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

1.8.3 Personal Data Breach concerning data Processed by the Processor

- (i) In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:
 - (A) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
 - (B) the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
 - (C) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

1.9 Non-compliance with Clause 0 and termination

- 1.9.1 Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 0, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 0 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 0 for whatever reason.

1.9.2 The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 0 if:

- (i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 0 is not restored within a reasonable time and in any event within one month following suspension;
- (ii) the Processor is in substantial or persistent breach of this Clause 0 or its obligations under the UK GDPR;
- (iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 0 or to the UK GDPR.

1.9.3 The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 0 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4 Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 0.

2. Parties as joint controllers

- 2.1 Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 0 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 2.2 The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

3. Both data controllers

- 3.1 To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

- 3.1.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and
 - 3.1.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.
- 3.2 Where Personal Data is shared between the Parties, each acting as Controller:
- 3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 0;
 - 3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 0; and
 - 3.2.3 where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.
 - 3.3.4 The parties acknowledge and agree that the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. Supplier and its third-party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC's strict standards of security and confidentiality. Supplier would only transfer personal data outside the European Economic Area to a third-party processor in accordance with data protection law and where it has a lawful basis to do so.

Guidance: there are limited requirements in the UK GDPR when Parties act as separate Controllers. Clause 3 above provides a sensible starting point. However, Authorities are advised to review the Information Commissioner's guidance ([ICO GDPR Guidance](#)) and consult their Information Governance team when considering whether further provisions or a separate data sharing agreement should be used.

4. Changes to this protocol

- 4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Annex 1 – Joint Controller Agreement

In this Annex the Parties must outline each party's responsibilities for:

- providing information to Data Subjects under Article 13 and 14 of the UK GDPR;
- responding to Data Subject Requests under Articles 15-22 of the UK GDPR;
- notifying the Information Commissioner (and Data Subjects) where necessary about Personal Data Breaches;
- maintaining records of Processing under Article 30 of the UK GDPR; and
- carrying out any required Data Protection Impact Assessment.

The Joint Controller agreement must include a statement as to who is the point of contact for Data Subjects. The essence of this relationship shall be published.

Situations where both parties act as Joint Controllers are likely to be relatively novel.

Therefore, in such circumstances, it will be important to seek specific legal advice on the approach to the Joint Controller agreement. As part of this, you may wish to include an additional clause apportioning liability between the Parties arising out of data protection in respect of data that is jointly controlled.

Schedule 11

Security

Part A: Short Form Security Requirements

1. Definitions

In this Schedule and Contract, the following words shall have the following meanings and they shall supplement Schedule 4 (Definitions and Interpretations):

“Authority Premises”	premises owned, controlled or occupied by the Authority which are made available for use by the Supplier or its Sub-contractors for the provision of the Deliverables (or any of them);
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Authority and/or the Supplier in connection with this Contract; and/or the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the Security Policy where the Authority has required compliance therewith in accordance with paragraph 2.2;</p>
“Deliverables”	Services that may be ordered under the Contract;
“Government Data”	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> a) are supplied to the Supplier by or on behalf of the Authority;

	<p>b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>c) any Personal Data for the Authority is the Controller;</p>
"ICT Policy"	the Authority's policy in respect of information and communications technology which is in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Authority and as updated from time to time;
"Security Policy"	the Authority's security policy in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Sites"	any premises (including the Authority Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Authority as part of its order procedure it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Authority. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to the variation procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Authority places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Authority in accordance with paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - c) detail the process for managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Deliverables, processes associated with the provision of the Deliverables, the Authority Premises, the Sites and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables,

including the Authority Sites, the Sites, and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) to the extent used by the Authority or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Authority for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Authority in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Authority shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Authority to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Authority of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;

- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Authority.
- 4.4.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:
 - a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Authority or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Authority may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Authority and the provision of the

Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Authority, where the Authority so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Authority.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Authority.

6. Data security

6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Authority and will comply with:

- the government security policy framework and information assurance policy (see: <https://www.ncsc.gov.uk/collection/risk-management-collection>);
- guidance on risk management (see: <https://www.ncsc.gov.uk/collection/risk-management-collection>);
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems (see: <http://osguq.ucaiug.org/conformity/security/Shared%20Documents/Reference/UK%20-%20CPNI%20-%20Risk%20Management%20and%20Accreditation%20of%20IS.pdf>); and
- the relevant government information assurance standard(s) (see: <https://knowledgehub.group/documents/49300605/0/bps68723-0000-00-hmg-ia-standard-numbers-1-and-2-information-risk-management.pdf/645c3ec5-e187-8124-16e8-ab9d86540cbb?t=1605540161981>).

6.2 Where the duration of the Contract exceeds one (1) year, the Supplier will review the accreditation status at least once each year to assess whether material changes have occurred which could alter the original accreditation

decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

7. Security Requirements

- 7.1 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 7.2 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.
- 7.3 The Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties

Part B – Annex 1:

Baseline Security Requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Authority information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Authority.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Authority.
- 2.3 Authority equipment, such as but not limited to laptops or phones, must not be taken overseas without explicit written permission from the Authority. Failure to comply will result in immediate access withdrawal from all Authority systems.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

3.2 The parties acknowledge and agree that the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. Supplier and its third-party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC's strict standards of security and confidentiality. Supplier would only transfer personal data outside the European Economic Area to a third party processor in accordance with data protection law and where it has a lawful basis to do so. All data must be processed and stored on dedicated infrastructure as agreed with the Authority.

3.3 The Supplier shall agree any change in location of data storage, processing and administration with the Authority in accordance with Schedule 10 (Data Processing Protocol).

3.3 The Supplier shall:

3.3.1 provide the Authority with all Government Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Authority;

3.3.5 not share Government Data without Authority's explicit permission.

4. Ensuring secure communications

4.1 The Authority requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

4.2 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

5.3 Security must be embedded in all service management including but not limited to change management, incident management, and other service management artefacts aligned with ISO2000 or an equivalent standard agreed with the Authority.

6. Security of Supplier Personnel

6.1 Supplier Personnel Must have completed Baseline Personnel Security Standard (BPSS) vetting before starting work for the Authority.

6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall ensure that all Supplier Personnel and Sub-contractors are provided with appropriate security education, training, and awareness in light of their role, with this aspect being reviewed at least annually. Training shall include elements of physical, personnel and cyber security guidance.

6.4 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Authority in writing.

6.5 All Supplier Personnel that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Authority in writing, this training must be undertaken annually.

6.6 Where the Supplier or Sub-contractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least

privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

8.4 The Authority maintains the right to audit how the Supplier comply or align with any of the security-related requirements within the contract.

Annex 2 - Security Management Plan Template

Security Management Plan Template

[Project/Service and Supplier Name]

0. Executive Summary

<This section should contain a brief summary of the business context of the service/system, any key IA controls, the assurance work done, any offshoring considerations and any significant residual risks that need acceptance.>

1. Service/System Description

1.1 Background

< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>

1.2 Organisational Ownership/Structure

< Who owns the service/system and operates the service/system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>

1.3 Information assets and flows

<The information assets processed by the service/system which should include a simple high-level diagram on one page. Include a list of the type and volumes of data that will be processed, managed, and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.>

1.4 Users

<A brief description of the users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.>

1.5 Locations

<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2013) these should be noted. Any offshoring considerations should be detailed.>

1.6 Key roles and responsibilities

<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >

2. Risk Assessment

2.1 Risk appetite

<A risk appetite should be agreed with the SIRO/SRO and included here.>

2.2 Business impact assessment

< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>

2.3 Risk assessment

<The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >

(i) Risk ID	(ii) Inherent risk	(iii) Inherent risk level	(iv) Vulnerability	(v) Controls	(vi) Residual risk level
(vii) R1	(viii) Internet attackers could hack the system	(ix) Medium	(x) The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed (xi) C59: Removal of departmental identifier	(xii) Very low
(xiii) R2	(xiv) Remote attackers could intercept or disrupt information crossing the internet	(xv) Medium	(xvi) File sharing with organisations across the internet	C9: TLS communications (xvii) C10: PGP file-sharing	(xviii) Very low

(xix) R3	(xx) Internal users could maliciously or accidentally alter bank details.	(xxi) Medium-High	(xxii) Users bank details can be altered as part of the normal business function	(xxiii) C12. System administrators hold SC clearance. (xxiv) C13. All changes to user information are logged and audited. (xxv) C14. Letters are automatically sent to users home addresses when bank details are altered. (xxvi) C15. Staff awareness training	(xxvii) Low
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2.4 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification

2.5 Residual risks and actions

<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>

3. In-service controls

< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include at least:

- (a) information risk management and timescales and triggers for a review;
- (b) contractual patching requirements and timescales for the different priorities of patch;
- (c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;
- (d) configuration and change management;
- (e) incident management;
- (f) vulnerability management;
- (g) user access management; and
- (h) data sanitisation and disposal.>

4. Security Operating Procedures (SyOPs)

< If needed any SyOps requirements should be included and referenced here.>

5. Incident Management Process

<The suppliers' process, as agreed with the Buyer/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Buyer/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.>

6. Security Requirements for User Organisations

<Any security requirements for connecting organisations or departments should be included or referenced here.>

7. Required Changes Register

<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Buyer name	11/11/2018	Jul-2019	Open

8. Personal Data Processing Statement

<This should include: (i) the types of Personal Data which the Supplier and/or its Sub-contractors are Processing on behalf of the Buyer; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors are Processing on behalf of the Buyer; the nature and purpose of such Processing; (iii) the locations at which the Supplier and/or its Subcontractors Process Buyer Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Buyer Data against a Security Breach including a Personal Data Breach.>

9. Annex A. ISO27001 and/or Cyber Essential Plus certificates

Schedule 12

Initial SoW will be sent separately for signature.

Schedule 13
SoW template

1. STATEMENT OF WORK (“SOW”) DETAILS

Upon execution, this SOW forms part of the Contract (reference below), in accordance with the "Additional Services" section of Schedule 1 of the Contract.

The Parties will execute a SOW for each set of Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the description of the Services and provisions of the Contract.

The details set out within this SOW apply only in relation to the services and other items ("**Deliverables**") detailed herein and will not apply to any other SOWs executed or to be executed under this Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Contract Reference:	insert Contract Reference
Contract Title	insert Contract Title
Variation Reference	insert Variation Reference (e.g. Vnumber from Atamis)
Authority Portfolio Number:	Insert Portfolio Code/s
Supplier:	Insert Name of Supplier
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date
Duration of SOW:	insert Duration of SOW

2. SOW CONTRACT SPECIFICATION - SERVICES CONTEXT													
Services under this SoW	The following Services are incorporated within this Statement of Work []												
SOW Background													
Overview of Requirement													
Location/s	<p>The Services outlined within this SOW will be delivered to: Primary Location: []</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table><tr><td>Leeds</td><td>London</td><td>Home / Virtual</td><td>[Other Loc]</td><td>[Other Loc]</td><td>[Other Loc]</td></tr><tr><td>[REDACTED] %</td><td>[REDACTED] %</td><td>[REDACTED] %</td><td>[REDACTED] %</td><td>[REDACTED] %</td><td>[REDACTED] %</td></tr></table> <p>Offshore roles are permitted under this Statement of Work <input checked="" type="checkbox"/></p>	Leeds	London	Home / Virtual	[Other Loc]	[Other Loc]	[Other Loc]	[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %
Leeds	London	Home / Virtual	[Other Loc]	[Other Loc]	[Other Loc]								
[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %	[REDACTED] %								

For the purposes of HMRC Off-Payroll worker legislation (IR35), The Buyer has assessed this requirement using the Tax Centre of Excellence Contracted-Out-Service or Supply of Resource Determination Tool and has determined (*strike out A or B as appropriate e.g. ~~Struck out~~* leaving one box clear):

- A.** The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35**. As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with
- B.** The work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

2. AUTHORITY REQUIREMENTS – DELIVERABLES

Outcome Description

--

3. SOW MILESTONES					
Milestone Ref.	Milestone Description	Acceptance Criteria	Buyer Dependencies	Milestone Date	Delay Payment (if applicable)
MS01					
MS02					
MS03					

4. AUTHORITY REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS		
Outline Delivery Plan	The Outline Delivery Plan for the Deliverables under this SoW is as follows:	
	Milestone	Milestone achievement (Buyer sign off) date
Key Sub-contractors	List of any Key Sub-contractors	
Key Staff (Authority)	List of named key Authority staff and their roles	
Key Staff (Supplier)	List of named key Supplier staff, their roles, and email details	
Security Applicable to SOW	The Supplier confirms that all Supplier Personnel working on Authority Sites and on Authority Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Schedule 11 (Security) and as specifically amended here.	
Supplier and/or 3 rd Party Intellectual Property	Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished Third Party IPR.	
	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below	<input type="checkbox"/>
	The specific IPR (and associated licence terms) are detailed in:	<p>[Guidance: applicable licence terms should be attached as an Appendix to this Statement of Work]</p> <p>[]</p>

4. AUTHORITY REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Processing Data	<p>Unless explicitly noted below this SOW shall be covered by the arrangements contained in Schedule 10 of the Contract (Data Processing Protocol).</p> <table border="1" data-bbox="448 461 1476 864"> <tr> <td data-bbox="448 461 1350 551">This Statement of Work requires specific Data Processing arrangements</td><td data-bbox="1350 461 1476 551"><input type="checkbox"/></td></tr> <tr> <td data-bbox="448 551 759 864">The specific arrangements are held in the document entitled:</td><td data-bbox="759 551 1476 864">Annex 2 – Where the data processing table in Schedule 10 of the Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 2 attached to this Statement of Work.</td></tr> </table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	The specific arrangements are held in the document entitled:	Annex 2 – Where the data processing table in Schedule 10 of the Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 2 attached to this Statement of Work.
This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>				
The specific arrangements are held in the document entitled:	Annex 2 – Where the data processing table in Schedule 10 of the Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 2 attached to this Statement of Work.				
Additional Standards Applicable to SOW	<p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) standards set out in the Contract.</p> <p>The Authority requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]</p>				

5. CHARGES

Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is (check one):</p> <table><tr><td>Capped Time and Materials</td><td><input type="checkbox"/></td><td>Fixed Price</td><td><input type="checkbox"/></td></tr></table> <p>[to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected chargingmethod) is £[Insert detail].</p> <p>OR</p> <p>[As set out in the Contract].</p> <p>The Charges shall be invoiced in accordance with the Contract.</p>	Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>		
Financial Model	[The financial model applicable to this SOW is detailed set out in Annex 1 to this SOW.]				
Reimbursable Expenses	Expenses are not applicable to this Contract. Expenses should be built into the Contract rates.				

6. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	Variations to this SOW shall only be made in accordance with the variation process in Clause 21 of Schedule 2 and Schedule 9 of the Contract.

7. TERMINATION	
Notice period for termination for convenience	<p>7.1 Without prejudice to the rights and liabilities of the Parties under Clause 15 of Schedule 2 of the Contract, and subject to the provisions of paragraph 7.2 of this SOW below, the Authority has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days’ written notice.</p> <p>7.2 Where the Authority exercises its rights to terminate this SOW in accordance with paragraph 7.1 above, the provisions of Clause 16 of Schedule 2 the Contract will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Contract under Clause 15 of Schedule 2 of the Contract.</p>

8. SIGNATURES AND APPROVALS	
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the Contract and be legally binding on the Parties:</p>	

Signed by an authorised signatory for and on behalf of the Authority

Authority Signature

Signed by an authorised signatory to sign for and on behalf of the Supplier

Supplier Signature

ANNEX 1 – FINANCIAL MODEL

The below is the rate card is the prices for the maximum day rate for resources to be included in the preparation of future SOWs under this contract.

Skill/Role	Category	Definition / Years of Experience in role		Rate
Assignment lead - Health & Supplier Leadership	Principal Consultant	Principal Consultants / Associate Directors are expected to have specialised knowledge of a function, capability and/or industry and be responsible for providing leadership both internally for the project team and when interfacing with the customer. Minimum 10 Years	Price: £	
Health & Supplier Industry Expert Direction	Director/Partner	Partners are expected to be acknowledged experts in at least one function, capability and/or industry and have extensive experience of leading major and/or complex projects. Minimum 10 Years	Price: £	
System Transformation & Change Management Specialists	Senior Consultant	Senior Consultants / Engagement Managers / Project Leads: are expected to have specialised knowledge of a function, capability and/or industry and be responsible for managing several or all components of a project. Minimum 8 Years	Price: £	
Service Design and UX (User Experience)	Senior Consultant		Price: £	
Third Party Risk Management / Supply Chain Risk Assurance	Senior Consultant		Price: £	
Cyber Security: Risk Assessment & Data Analytics	Senior Consultant		Price: £	
Solution identification & iteration	Senior Consultant		Price: £	
Contract / Framework Specialists	Senior Consultant		Price: £	
Supply Chain - User / Market Research	Consultant	Consultants are expected to have knowledge of a function, capability and/or industry and be responsible for larger and/or more complex components of a project. They would have strong analytical skills, along with excellent verbal, written and presentation skills.	Price: £	
Supply Chain - Business Analyst / Requirements Gathering	Consultant	Minimum 6 Years	Price: £	
Supply Chain - Support	Junior Consultant	Analysts / Junior Consultants are expected to be responsible for a specific component of a project and have good analytical and communication skills. Minimum 3 Years	Price: £	

Additional Rate Card

The below rate card is the additional rate card for future Call- Off’s under this contract if the roles are deemed necessary for any future SOWs.

Skill/Role	Category	Price: £	Rate
Supply chain governance, risk, assurance			
Commercial Specialist (SCS1)	Director/Partner		
Associate Commercial Specialist (G6)	Principal Consultant		
Commercial lead (G7)	Senior Consultant		
Associate Commercial Lead (SEO)	Consultant		
Commercial Practitioner (HEO)	Junior consultant		
Commercial law specialists (re: indicative SOW 7)			
Commercial Contracts Law Specialist Director	Director/Partner		

Senior Lawyer	Principal Consultant	
Mid-level Lawyer	Senior Consultant	
Junior Lawyer (2)	Consultant	
Junior Lawyer (1)	Junior consultant	
Cyber expertise (cyber security, risk, regulation, etc)		
Cyber Lead	Director/Partner	
Principal Cyber SME	Principal Consultant	
Cyber SME	Senior Consultant	
Senior Cyber Analyst	Consultant	
Cyber Analyst	Junior consultant	
Complex Tranformation		
Complex Transformation and Change - Director / Partner	Director/Partner	
Complex Transformation and Change - Principal Consultant	Principal Consultant	
Complex Transformation and Change - Senior Consultant	Senior Consultant	
Complex Transformation and Change - Consultant	Consultant	
Complex Transformation and Change - Junior Consultant	Junior consultant	
Health Digital and platform capability (DCFH2 Ratecard)		
1. Trainee business architect	Junior Consultant	
2. Associate business architect	Consultant	
3. Business architect	Senior Consultant	
4. Lead business architect	Principal Consultant	
1. Data architect	Consultant	
2. Senior data architect	Senior Consultant	
3. Chief data architect	Principal Consultant	
1. Enterprise architect	Junior Consultant	
2. Senior enterprise architect	Consultant	
3. Lead enterprise architect	Senior Consultant	
4. Principal enterprise architect	Principal Consultant	
1. Associate network architect	Junior Consultant	
2. Network architect	Consultant	
3. Lead network architect	Senior Consultant	

1. Security architect	Consultant	
2. Lead security architect	Senior Consultant	
3. Principal security architect	Principal Consultant	
1. Associate solution architect	Junior Consultant	
2. Solution architect	Consultant	
3. Senior solution architect	Senior Consultant	
4. Lead solution architect	Principal Consultant	
5. Principal solution architect	Principal Consultant	
1. Associate technical architect	Junior Consultant	
2. Technical architect	Consultant	
3. Senior technical architect	Senior Consultant	
4. Lead technical architect	Principal Consultant	
5. Principal technical architect	Principal Consultant	
1. Associate analyst	Junior Consultant	
2. Data analyst	Consultant	
3. Senior data analyst	Senior Consultant	
4. Principal data analyst	Senior Consultant	
1. Data engineer	Junior Consultant	
2. Senior data engineer	Consultant	
3. Lead data engineer	Senior Consultant	
4. Head of data engineering	Principal Consultant	
1. Data ethics lead	Senior Consultant	
2. Head of data ethics	Principal Consultant	
1. Data governance manager	Senior Consultant	
2. Lead data governance manager	Senior Consultant	
3. Head of data governance	Principal Consultant	
1. Trainee data scientist	Junior Consultant	
2. Associate data scientist	Junior Consultant	
3. Data scientist	Consultant	
4. Principal data scientist	Senior Consultant	
5. Lead data scientist	Senior Consultant	
6. Head of data science	Principal Consultant	

1. Associate performance analyst	Junior Consultant	
2. Performance analyst	Consultant	
3. Senior performance analyst	Senior Consultant	
4. Lead performance analyst	Senior Consultant	
5. Head of performance analysis	Principal Consultant	
1. Associate application operations engineer	Junior Consultant	
2. Application operations engineer	Consultant	
3. Senior application operations engineer	Senior Consultant	
4. Lead application operations engineer	Senior Consultant	
5. Principal application operations engineer	Principal Consultant	
1. Business relationship manager	Consultant	
2. Senior business relationship manager	Consultant	
3. Lead business relationship manager	Senior Consultant	
1. Configuration analyst	Junior Consultant	
2. Change and release analyst	Consultant	
3. Change and release manager	Senior Consultant	
1. Operations analyst	Junior Consultant	
2. Senior operations analyst	Consultant	
3. Operational control manager	Senior Consultant	
4. Head of command and control	Principal Consultant	
1. Associate end user computing engineer	Junior Consultant	
2. End user computing engineer	Consultant	
3. Senior end user computing engineer	Consultant	
4. Lead end user computing engineer	Senior Consultant	
5. Principal end user computing engineer	Principal Consultant	
1. IT service analyst	Junior Consultant	
2. IT service manager	Consultant	
3. Senior IT service manager	Senior Consultant	

4. Head of IT service management	Principal Consultant		
1. Incident manager	Senior Consultant		
2. Major incident manager	Principal Consultant		
1. Associate infrastructure engineer	Junior Consultant		
2. Infrastructure engineer	Consultant		
3. Senior infrastructure engineer	Senior Consultant		
4. Lead infrastructure engineer	Principal Consultant		
5. Principal infrastructure engineer	Principal Consultant		
1. Associate infrastructure operations engineer	Junior Consultant		
2. Infrastructure operations engineer	Consultant		
3. Senior infrastructure operations engineer	Senior Consultant		
4. Lead infrastructure operations engineer	Principal Consultant		
5. Principal infrastructure operations engineer	Principal Consultant		
1. Problem analyst	Junior Consultant		
2. Problem manager	Consultant		
1. Service desk analyst	Junior Consultant		
2. Senior service desk analyst	Consultant		
3. Service desk manager	Senior Consultant		
4. Head of service desk	Principal Consultant		
1. Service acceptance analyst	Junior Consultant		
2. Service readiness analyst	Consultant		
3. Service transition manager	Senior Consultant		
4. Lead service transition manager	Principal Consultant		
1. Trainee business analyst	Junior Consultant		
2. Junior business analyst	Junior Consultant		
3. Business analyst	Consultant		
4. Senior business analyst	Senior Consultant		
5. Lead business analyst	Senior Consultant		

6. Head of business analysis	Principal Consultant	
1. Associate delivery manager	Junior Consultant	
2. Delivery manager	Consultant	
3. Senior delivery manager	Senior Consultant	
4. Head of (Agile) delivery management	Principal Consultant	
1. Digital portfolio analyst	Junior Consultant	
2. Digital portfolio manager	Consultant	
3. Senior digital portfolio manager	Senior Consultant	
4. Head of portfolio	Principal Consultant	
1. Associate product manager	Junior Consultant	
2. Product manager	Consultant	
3. Senior product manager	Senior Consultant	
4. Lead product manager	Senior Consultant	
5. Head of product	Principal Consultant	
1. Programme delivery manager	Senior Consultant	
1. Service owner	Principal Consultant	
1. Tester (QAT)	Junior Consultant	
2. QAT analyst	Consultant	
3. Senior QAT analyst	Senior Consultant	
4. Lead QAT analyst	Senior Consultant	
1. Tester (test engineer)	Junior Consultant	
2. Test engineer	Consultant	
3. Senior test engineer	Senior Consultant	
4. Lead test engineer	Principal Consultant	
1. Test manager	Senior Consultant	
2. Head of test	Principal Consultant	
1. Apprentice DevOps engineer	Junior Consultant	
2. Junior DevOps engineer	Junior Consultant	
3. DevOps engineer	Consultant	
4. Senior DevOps engineer	Senior Consultant	
5. Senior DevOps engineer - management	Senior Consultant	
6. Lead DevOps engineer	Senior Consultant	

7. Lead DevOps engineer - management	Principal Consultant	
8. Principal DevOps engineer	Principal Consultant	
9. Principal DevOps engineer - management	Principal Consultant	
1. Apprentice frontend developer	Junior Consultant	
2. Junior frontend developer	Junior Consultant	
3. Frontend developer	Consultant	
4. Senior frontend developer	Senior Consultant	
5. Lead frontend developer	Senior Consultant	
6. Head of frontend development	Principal Consultant	
1. Apprentice developer	Junior Consultant	
2. Junior developer	Junior Consultant	
3. Developer	Consultant	
4. Senior developer	Senior Consultant	
5. Senior developer - management	Senior Consultant	
6. Lead developer	Senior Consultant	
7. Lead developer - management	Senior Consultant	
8. Principal developer	Principal Consultant	
9. Principal developer - management	Principal Consultant	
1. Junior accessibility specialist	Junior Consultant	
2. Accessibility specialist	Consultant	
3. Senior accessibility specialist	Consultant	
4. Head of accessibility	Senior Consultant	
1. Associate content designer	Junior Consultant	
2. Junior content designer	Junior Consultant	
3. Content designer	Consultant	
4. Senior content designer	Consultant	
5. Lead content designer	Senior Consultant	
6. Head of content design	Principal Consultant	
1. Content strategist	Senior Consultant	
1. Associate graphic designer	Junior Consultant	
2. Junior graphic designer	Junior Consultant	
3. Graphic designer	Consultant	
4. Senior graphic designer	Consultant	
5. Lead graphic designer	Senior Consultant	

6. Head of graphic design	Principal Consultant	
1. Associate interaction designer	Junior Consultant	
2. Junior interaction designer	Junior Consultant	
3. Interaction designer	Consultant	
4. Senior interaction designer	Consultant	
5. Lead interaction designer	Senior Consultant	
6. Head of interaction design	Principal Consultant	
1. Associate service designer	Junior Consultant	
2. Junior service designer	Junior Consultant	
3. Service designer	Consultant	
4. Senior service designer	Consultant	
5. Lead service designer	Senior Consultant	
6. Head of service design	Principal Consultant	
1. Technical writer	Consultant	
2. Lead technical writer	Senior Consultant	
1. Associate user researcher	Junior Consultant	
2. Junior user researcher	Junior Consultant	
3. User researcher	Consultant	
4. Senior user researcher	Consultant	
5. Lead user researcher	Senior Consultant	
6. Head of user research	Senior Consultant	

ANNEX 2 – Data Processing

Prior to the execution of a Statement of Work, the Parties shall review Schedule 10 (Data Protection Protocol) and if the contents do not adequately cover the Processor / Controller arrangements covered by this Statement of Work, the data processing table shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that the Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation in respect of:</p> <p><i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties.]</i></p> <p><i>In respect of Personal Data where the Authority is the Controller and the Supplier is the Processor, Clause 1 of this Protocol will apply.]</i></p> <p><i>[The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined jointly by the both Parties]</i></p> <p><i>In respect of Personal Data under joint control, Clause 2 of this Protocol will apply.]</i></p> <p><i>[The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>[Insert the scope of Personal Data shared which the purposes and means of the Processing means that they are independent Controllers.]</i></p>

	<i>In respect of Personal Data shared under the Contract in circumstances where the Authority and the Supplier are independent Controllers, Clause 3 of this Protocol will apply.]</i>
Subject matter of the Processing	<p><i>[This should be a high level, short description of what the Processing is about, ie its subject matter of the contract.</i></p> <p><i>Example: The Processing is needed in order to ensure that the Processor can effectively deliver the Contract to provide a service to members of the public.]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.</i></p> <p><i>The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc]</i>
Sensitive Data being Processed	<p><i>[Examples: Special category data under Article 9 of the UK GDPR including racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. Also, criminal convictions under Article 10 of the UK GDPR.</i></p> <p><i>Sensitive Data Processed and applied restrictions or safeguards that fully take into consideration the nature</i></p>

	<i>of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website, etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
Technical and organisational measures including technical and organisational measures to ensure the security of the data	<p><i>[The technical and organisational measures need to be described concretely and not in a generic manner.</i></p> <p><i>Description of the technical and organisational security measures implemented by the Processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, as well as the risks for the rights and freedoms of natural persons.</i></p> <p><i>Examples of possible measures (note that precise details must be given in relation to each measure – ie do not just repeat the high level bullet points below, as these are just examples of the types of measures):</i></p> <ul style="list-style-type: none"> <i>• Measures of pseudonymisation and encryption of Personal Data</i> <i>• Measures for ensuring ongoing confidentiality, integrity, availability and resilience of Processing systems and services</i> <i>• Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident</i>

	<ul style="list-style-type: none">• <i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the Processing</i>• <i>Measures for user identification and authorisation</i>• <i>Measures for the protection of data during transmission</i>• <i>Measures for the protection of data during storage</i>• <i>Measures for ensuring physical security of locations at which Personal Data are Processed</i>• <i>Measures for ensuring events logging</i>• <i>Measures for ensuring system configuration, including default configuration</i>• <i>Measures for internal IT and IT security governance and management</i>• <i>Measures for certification/assurance of processes and products</i>• <i>Measures for ensuring data minimisation</i>• <i>Measures for ensuring data quality</i>• <i>Measures for ensuring limited data retention</i>• <i>Measures for ensuring accountability</i>• <i>Measures for allowing data portability and ensuring erasure</i> <p><i>For transfers to Processor/Sub-processors, also describe the specific technical and organisational measures to be taken by the Processor/Sub-processor to be able to provide assistance to the controller.</i></p> <p><i>Description of the specific technical and organisational measures to be taken by the Processor to be able to provide assistance to the Controller.]</i></p>
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	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p><i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>
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