Date: [•] day of [•] 2023

(1) NHS England

(2) Alloga UK

(3) UKHSA

Services agreement

Relating to

Provision of Logistics and Warehouse Support for Covid-19, Vaccinations & Immunisations Programmes

CONTENTS

THIS AGREEMENT IS DATED THE DAY OF 2021

PARTIES

(1) **NHS England** whose address is Wellington House, 133-135 Waterloo Road, London SE1 8UG (the **"Authority"**);

(2) **Alloga UK** having its registered office at Amber Park 5/6, Castlewood Business Park, Farmwell Lane, South Normanton, Derbyshire DE55 2JX and with company number 03169255 (the **"Supplier"**); and

(3) **UK Health Security Agency an executive agency sponsored by the Department of health and Social Care** whose address is Nobel House,17 Smith Square, London SW1P 3JR (**"UKHSA"**).

each a **"Party"** and together the **"Parties"**.

BACKGROUND

(A) The Authority is the central healthcare commissioning body for the NHS in England. It is responsible pursuant to a s7A agreement with the Department for Health and Social Care for vaccination, screening and immunisation programmes in England, including the Covid-19 vaccine programme (the **"Programme"**). As part of the Programme, the Authority requires third party specialist pharmaceutical logistic providers with the necessary licensing, storage facilities, processing skills, experience, logistics and distribution resources to distribute the vaccines (as further described in Schedule 2 (Specification).

(B) On 24 February 2023 the Authority advertised its requirements for the Services by placing contract notice reference 2023/S 000-005499 on the UK e-notification service Find a Tender seeking expressions of interest from potential providers of the Services.

(C) On the Supplier's response to the advertisement and the subsequent tender process, the Authority selected the Supplier as one of its preferred suppliers. The Authority has, through a competitive process, selected the Supplier to provide these Services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this Agreement.

(D) UKHSA is a party to this Agreement to the extent strictly required to enforce its rights under this Agreement, as set out in clause 3 (UK Health Security Agency).

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions and interpretation) or the relevant Schedule in which that capitalised expression appears.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 reference to a gender includes the other gender and the neuter;

1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.2.4 references to any legal entity shall include any body that takes over responsibility for the functions of such entity;

1.2.5 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;

1.2.6 where a term of this Agreement provides for a list of one or more items following the word **"including"** or **"includes"** then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words;

1.2.7 references in this Agreement to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Working Day;

1.2.8 any reference in this Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):

(a) 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 and which 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

(b) 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;

1.2.9 the words **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;

1.2.10 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.2.11 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;

1.2.12 unless otherwise provided references to clauses and Schedules are references to the clauses and Schedules of this Agreement and references in any Schedule to

paragraphs, parts and annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the references appear; and

1.2.13 references to this Agreement are references to this Agreement as amended from time to time.

1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Agreement with a reference to the replacement hyperlink.

1.4 The Schedules and their Annexes form part of this Agreement.

1.5 If there is any conflict between the clauses and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

1.5.1 the clauses and Schedule 1 (Definitions and interpretation);

1.5.2 Schedule 2 (Specification);

1.5.3 Schedule 4 (Performance Management, Key Performance Indicators and Service Credits);

1.5.4 any other Schedules and their annexes (other than Schedule 6 (Supplier's Tender Response) and its annexes); and

1.5.5 Schedule 6 (Supplier's Tender Response) and its annexes

2 DUE DILIGENCE

2.1 The Supplier acknowledges that:

2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;

2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of such information;

2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to:

(a) Schedule 2 (Specification); and

(b) the operating processes and procedures and the working methods of the Authority.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds nor shall the Supplier be entitled to recover any additional costs or

charges, arising as a result of any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the information provided by the Authority.

3 UK HEALTH SECURITY AGENCY

3.1 UKHSA's rights under or in connection with this Agreement shall be strictly limited to the extent required to:

3.1.1 enforce its rights under the provisions of clauses 3.3, 11.7 and/or 30.1.2 of this Agreement; and/or

3.1.2 as otherwise stated in this Agreement.

3.2 UKHSA shall:

3.2.1 not be liable; nor

3.2.2 have any obligations

to any other Party under or in connection with this Agreement.

3.3 The Supplier undertakes to both the Authority and UKHSA that it will promptly enter into a fixed term quality and technical agreement (the **"QTA"**) with UKHSA in an agreed form.

3.4 The Supplier and the Authority shall use reasonable endeavours to procure a wholesale dealer authorisation ("WDA") licence in their own name(s) (as the case may be) in order to remove the need to be named on UKHSA's WDA licence.

4 TERM AND DURATION

4.1 This Agreement shall come into force on the Commencement Date and, unless terminated at an earlier date by operation of Law or in accordance with clause 25 (Termination), terminate at the end of the Term.

4.2 The Authority shall be entitled to extend the Term on two occasions of up to six (6) months each by giving the Supplier and UKHSA written notice no less than 45 days prior to the date on which this Agreement would otherwise have expired (each such period an **"Extended Term"**).

5 SERVICES

5.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services.

5.2 The Supplier shall provide:

5.2.1 the Mobilisation Services for the Implementation and Mobilisation Period; and

5.2.2 the Operational Services from (and including) the Service Commencement Date.

5.3 The Supplier shall provide the Services:

5.3.1 promptly and in any event within any time limits as may be set out in this Agreement, Schedule 2 (Specification) and as otherwise notified to the Supplier;

5.3.2 in accordance with all provisions of this Agreement;

5.3.3 in accordance with the Schedule 2 (Specification);

5.3.4 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Agreement (including Schedule 2 (Specification) and Tender Response Document);

5.3.5 in accordance with the QTA (as executed);

5.3.6 in accordance with good distribution practice (**"GDP"**), as defined in the Directive 2001/83/EC as amended, European Commission on the Good Distribution Practice of medicinal products for human use (2013/C 243/01), and associated guidance;

5.3.7 in accordance with good manufacturing practice (**"GMP"**), as defined in Commission Directive 2003/94/EC (as amended), and associated guidance;

5.3.8 in accordance with the Law and with Guidance;

5.3.9 in accordance with Good Industry Practice;

5.3.10 in accordance with the Security Requirements;

5.3.11 in accordance with the Policies;

5.3.12 in accordance with the Supplier's own established procedures and practices to the extent the same do not conflict with the other requirements of this clause 5.1;

5.3.13 using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money (for the avoidance of doubt, value for money shall be demonstrated by the Supplier ensuring that all costs associated with the Services are reasonably and properly incurred);

5.3.14 in a professional and courteous manner; and

5.3.15 so as to meet or exceed the Key Performance Indicators.

5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of clauses 5.3.1 to 5.3.15, the Supplier shall immediately notify the Authority in writing of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

5.5 In complying with its obligations under this Agreement, the Supplier shall, and shall procure that all Supplier Personnel shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

5.6 The Supplier shall:

5.6.1 deliver the Goods to Designated Sites ;

5.6.2 comply with the Authority's reasonable directions in relation to the Services;

5.6.3 at all times allocate sufficient resources and staff with the appropriate skill, experience, qualifications and technical expertise to provide the Services in accordance with this Agreement and/or required licencing, accreditation or regulatory requirements to provide the Services;

5.6.4 minimise any disruption to the Services and/or the Authority's operations when carrying out its obligations under this Agreement;

5.6.5 co-operate with the other suppliers and/or third parties and provide reasonable information, advice and assistance in connection with the Services to any other suppliers and/or third parties to enable such other suppliers and/or third parties to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Replacement Supplier;

5.6.6 provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;

5.6.7 gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;

5.6.8 notify the Authority in writing as soon as reasonably possible of any proposed Change of Control;

5.6.9 have a suitable level of security arrangements;

5.6.10 notify the Authority immediately upon their occurrence of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement; and

5.6.11 ensure that neither it, nor any of its Affiliates, Supplier Personnel or Sub-contractors embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission in relation to this Agreement which is reasonably likely to diminish the trust that the public places in the Authority.

5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

5.8 The Supplier shall ensure that is has all relevant consents, authorisations, licences, registrations and accreditations required to provide the Services are in place at the Commencement Date and are maintained throughout the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to

the relevant consents, authorisations, licences, registrations and accreditations that would affect the delivery or the quality of Services. This shall include, but not be limited, to the following:

5.8.1 a wholesale dealers authorisation licence (**"WDA"**) with the following allowances:

(a) medicinal products;

(b) wholesale distribution (including holding and supply);

(c) medicinal products with additional requirements (including cold chain products requiring ultra low temperature handling);

5.8.2 manufacturer licence (**"MIA"**) allowing the Supplier to pack-down and re-label vaccines;

5.8.3 being named on UKHSA's MHRA licence; and

5.8.4 a valid and enduring QTA.

5.9 The Supplier shall notify the Authority forthwith in writing:

5.9.1 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

5.9.2 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) Working 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.

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. Upon receipt of notice pursuant to this clause 5.9 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.

5.10 Where applicable and subject to Data Protection Legislation, 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 relevant 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:

5.10.1 becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or

5.10.2 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 twenty-four (24) hours of all other incidents and/or accidents that have or may have an impact on the Services.

5.11 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:

5.11.1 any withholding of the Charges by the Authority pursuant to Schedule 4 (Performance Management, Key Performance Indicators and Service Credits);

5.11.2 the existence of an unresolved Dispute; and/or

5.11.3 any failure by the Authority to pay any Charges,

unless the Supplier is entitled to terminate this Agreement under clause 25.3 for failure to pay undisputed Charges.

5.12 As at the Commencement Date, the Supplier does not foresee any delay or disruption to the provision of the Services by the Supplier as a result of the UK's departure from the European Union,and has a business continuity plan in place to mitigate the impact of delays to delivery schedules in the event of significant traffic disruption around a Designated Site.

5.13 In entering this Agreement the Supplier acknowledges that:

5.13.1 no form of exclusivity has been granted to the Supplier by the Authority;

5.13.2 the Authority is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services; and

5.13.3 no undertaking or any form of statement, promise, representation or obligation has been made by the Authority in respect of the total quantities or value of the Services to be required by them pursuant to this Agreement and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.

6 ADDITIONAL SERVICES

6.1 The Parties acknowledge that the Authority's requirements for the Services may vary during the Term. As such, the Authority may need to vary the scope of the Services provided under this Agreement during the Term.

6.2 The Authority may require the Supplier to provide any or all of the Additional Services at any time by giving notice to the Supplier in writing by way of a Change Request. The Supplier acknowledges that the Authority is not obliged to take any Additional Services from the Supplier and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Additional Services from any third party.

6.3 Following receipt of the Authority's notice pursuant to clause 6.2 the Parties shall document the inclusion of the relevant Additional Services in accordance Change Control Procedure. The Additional Services shall be provided in accordance with the terms of this Agreement and no

amendments to the terms of this Agreement shall be made unless absolutely strictly necessary to allow for the provision of the Additional Services.

6.4 The Charges for the Additional Services shall be based on the Charges set out in the Financial Model in 0 (Charging and invoicing) and in no case shall the Supplier's profit margin or Management Fee increase as a result of the Additional Services.

6.5 Any Additional Services required by the Authority in accordance with this clause 6 shall be subject to the following:

6.5.1 the Additional Services shall not vary the Agreement so as to extend the scope of Services beyond those identified in the Tender Notice;

6.5.2 the total value of all Additional Services that the Authority may require the Supplier to provide during the Term under this clause 6 shall not exceed 50% of the Estimated Contract Value;

6.5.3 the introduction of the Additional Services shall not alter the economic or risk balance in favour of the Supplier.

7 SUPPLIER PREMISES AND DESIGNATED SITES

7.1 The Services shall be provided at the Supplier Premise(s), with delivery to such Designated Sites as set out in Schedule 2 (Specification) or as otherwise agreed by the Parties in writing.

7.2 The Supplier shall not provide the Services from any other premises other than the Supplier Premise(s) approved in writing by the Authority from time to time. The Supplier Premise(s) shall comply with all relevant requirements of Schedule 2 (Specification).

7.3 The Supplier acknowledges that the specific Designated Sites may vary during the Term.

7.4 Subject to the Supplier and Supplier Personnel complying with all relevant Law, (including those regarding health and safety), Policies applicable to such Designated Sites, the Authority shall procure reasonable access to the Supplier and its Supplier Personnel to such Designated Sites to enable the Supplier to provide the Services.

7.5 The Supplier shall notify the Authority as soon as practicable of any health and safety incidents or material health and safety hazards at the Designated Sites of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

7.6 Any access granted to the Supplier and Supplier Personnel under clause 7.4 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 Designated Sites.

7.7 The Authority may increase, reduce or otherwise vary the Designated Sites and any variations to the Designated Sites where the Services are to be provided shall be agreed by the Parties in accordance with the Change Control Procedure. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

8 IMPLEMENTATION AND MOBILISATION

8.1 The Supplier shall comply with Schedule 3 (Implementation and mobilisation).

9 KEY PERFORMANCE INDICATORS

9.1 The Supplier shall provide the Services in such a manner so as to meet or exceed the Key Performance Indicators.

9.2 The Supplier shall comply with Schedule 4 Performance Management, Key Performance Indicators and Service Credits).

10 CHARGES

10.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in 0 (Charging and invoicing).

10.2 The Charges are stated 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.

10.3 The Authority may set off any amount owed by the Supplier to the Authority against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Authority.

11 GOODS AND STOCK LOSS

11.1 Title and ownership in the Goods shall at no time transfer to the Supplier.

11.2 The Authority authorises and allows the Supplier to store, distribute and deliver the Goods in accordance with this Agreement.

11.3 Goods shall be deemed to be in the Supplier's possession and at its risk:

11.3.1 from (and including) Goods enter the Supplier's storage and transport network being the moment they are delivered to the Supplier's warehouse (the **"Entry Point"**);

11.3.2 to the point at which Goods leave the Supplier's storage and transport network being the moment when Goods are handed over by the Supplier at the relevant point of delivery at a Designated Site (the **"Release Point"**);

and during that time (including when the Goods are in-transit whether by own fleet or sub-contractor fleet) the Supplier shall be responsible for the Goods and, subject to clause 31, shall liable for any loss, damage or theft of the Goods caused by its breach of contract, negligence or wilful default.

11.4 All reasonable steps shall be taken by the Supplier to avoid damage or degradation to the Goods whilst the Goods are in storage, during handling or in transit while deemed to be in the Supplier's possession and at its risk pursuant to clause 11.3. For the avoidance of doubt the

Authority shall not be liable to pay any costs or other expense incurred by the Supplier or Authority arising in relation to damaged or degraded or lost stock if such damage or degradation or loss is due to an act or omission of the Supplier or any Sub-contractor. The Supplier at all times shall be responsible for such costs.

11.5 The Goods should be maintained in a "fit for purpose" status including in accordance with any requirements of Schedule 2 (Specification).

11.6 The Supplier shall store, handle and distribute the Goods in accordance with:

11.6.1 Schedule 2 (Specification);

11.6.2 the instructions given to the Supplier from time to time by the Authority;

11.6.3 the QTA;

11.6.4 in accordance with GDP and GMP; and

11.6.5 the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement, including, but not limited to those listed in clause 5.8.

11.7 In respect of stock loss for which the Supplier is liable under clause 11.3, the Supplier shall pay to the Authority (or to UKHSA , upon the Authority's written instruction) a sum equal the sum paid by the Authority or UKHSA to the manufacturer or supplier of the relevant Good(s) for the Goods comprised in the stock loss (the **"Product Cost"**) within thirty (30) days of the date the stock loss is determined under clause 11.3.

11.8 The Supplier shall not create or exercise or allow any third party to create or exercise a lien, pledge, charge, mortgage, security interest or other right in or over the Goods.

11.9 The Supplier may only part with possession of the Goods to, or as instructed by, it.

12 SUPPLIER PERSONNEL

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

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

12.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Supplier Personnel in the provision of the Services and, where any member of Supplier Personnel is designated as key to the provision of the Services as set out in 0 (Key Personnel) any redeployment and/or replacement of such member of Supplier Personnel by the Supplier shall managed in accordance with the arrangements in 0 (Key Personnel).

12.4 The Supplier shall ensure that all Supplier Personnel are aware of, and at all times comply with, the Policies.

12.5 The Supplier shall:

12.5.1 employ only those Supplier Personnel who are careful, skilled and experienced in the duties required of them;

12.5.2 ensure that every member of Supplier Personnel is properly and sufficiently trained and instructed, including in accordance with any requirement of any relevant licences and any relevant requirements of the Schedule 2 (Specification);

12.5.3 ensure all Supplier Personnel are appropriately qualified and have the necessary and/or required qualifications, licencing and/or accreditation to carry out their duties;

12.5.4 ensure that all Supplier Personnel shall comply with all reasonable requirements of the Authority or the NHS Body at each Designated Site concerning conduct at the Designated Sites to which the Services are delivered;

12.5.5 ensure that all Supplier Personnel shall deliver the Services with all reasonable, skill, care and diligence;

12.5.6 be liable at all times for all acts or omissions of Supplier Personnel so that any act or omission of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;

12.5.7 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

12.5.8 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Supplier Personnel ; and

12.5.9 ensure all Supplier Personnel 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 or any relevant regulatory body or any industry body in relation to such Supplier Personnel.

12.6 The Supplier shall not knowingly deploy in the provision of the Services any person who 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. This shall include any person who is required to self-isolate pursuant to Guidance in relation to COVID-19 or have been notified by Track and Trace to so self-isolate. The Supplier shall notify the Authority of the occurrence of any such incidents.

12.7 The Supplier shall ensure that they have taken all right to work and any licences required to work checks in relation to all Supplier Personnel who perform the Services and shall, if required by the Authority, provide details of such checks to the Authority.

12.8 The Authority may at any time request that the Supplier remove and replace any member of Supplier Personnel 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 Supplier Personnel 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.

12.9 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include 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 in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises. 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.

12.10 If the Authority, or any NHS Body operating a Designated Site reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

12.10.1 refuse admission to the relevant person(s) to any one or more of the Designated Sites at which the Services are provided; and/or

12.10.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

12.11 The Parties acknowledge that the successful delivery of the Services to support the Programme will require close working relationship and engagement of Key Personnel on both sides. The Parties agree to comply with the requirements of 0 (Key Personnel).

13 STAFF TRANSFER

13.1 The Parties agree that:

13.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Part 2 of 0 (Staff Transfers) shall apply;

13.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer Part 3 of 0 (Staff Transfers) ;and

13.1.3 Part 4 of 0 (Staff Transfers) shall apply on the expiry or termination of the Services and any part of the Services.

14 WARRANTIES

14.1 The Supplier warrants and undertakes that:

14.1.1 it has, and shall ensure its Supplier Personnel shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Agreement;

14.1.2 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;

14.1.3 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Agreement and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;

14.1.4 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);

14.1.5 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 and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;

14.1.6 receipt of the Services by or on behalf of the Authority and use of the deliverables or 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;

14.1.7 it will comply with all Law, Guidance, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;

14.1.8 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Agreement using appropriately skilled, trained and experienced Supplier Personnel ;

14.1.9 unless otherwise set out in Schedule 2 (Specification) 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;

14.1.10 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 Schedule 2 (Specification) 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 Designated Sites in accordance with this Agreement;

14.1.11 without prejudice to any specific notification requirements set out in this Agreement, 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;

14.1.12 any equipment it uses in the provision of the Services shall comply with all relevant Law and Guidance, 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;

14.1.13 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;

14.1.14 it shall:

(a) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and

(b) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;

14.1.15 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this clause 14.1.15 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;

14.1.16 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Agreement, the provision of the Services, any complaints and any Disputes at the frequency, within the timeframes and in the format as requested by the Authority from time to time (acting reasonably);

14.1.17 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 Agreement and all accompanying materials are accurate;

14.1.18 it has the right and authority to enter into this Agreement and that it has the capability and capacity to fulfil its obligations under this Agreement;

14.1.19 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 Agreement and the documents referred to in this Agreement;

14.1.20 all necessary actions to authorise the execution of and performance of its obligations under this Agreement have been taken before such execution;

14.1.21 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;

14.1.22 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Agreement;

14.1.23 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Agreement; and

14.1.24 it has satisfied itself as to the nature and extent of the risks assumed by it under this Agreement and has gathered all information necessary to perform its obligations under this Agreement and all other obligations assumed by it.

14.2 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:

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

14.2.2 promptly provide to the Authority:

(a) 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

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

14.3 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 14 have been breached or there is a risk that any warranties may be breached.

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

15 GOVERNANCE / CONTRACT MANAGEMENT

15.1 The Parties shall comply with the provisions in 0 (Contract management and governance) in relation to the management and governance of this Agreement.

15.2 Each Party shall have a Contract Manager for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

15.3 The Parties' initial Contract Managers shall be the persons named as such in 0 (Contract management and governance). Any change to the Contract Managers shall be agreed in writing by the Parties using the Change Control Procedure .

16 RECORDS, REPORTS, AUDITS AND BENCHMARKING

16.1 The Supplier shall comply with the provisions of 0 (Reports and records provisions).

16.2 Subject to any statutory requirement and clause 16.3, 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 Agreement.

16.3 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 Agreement.

16.4 The Authority shall have the right to audit the Supplier's compliance with this Agreement in accordance with the process set out in 0 (Audit)

16.5 The Parties shall comply with the provisions of 0 (Benchmarking) in relation to the benchmarking of any or all of the Services.

17 AUTHORITY DATA

17.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

17.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.

17.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified by the Authority.

17.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.

17.5 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than weekly intervals (or such other intervals as may be agreed in writing between the Parties).

17.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a reasonably secure system in all the circumstances.

17.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

17.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in the Business Continuity Plan and the Supplier shall do so as soon as practicable but not later than 5 Working Days from the date of receipt of the Authority's notice; and/or

17.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity Plan.

17.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier

shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

18 IT AND IT INTEGRATION

The Supplier shall comply with 0 (IT integration requirements).

19 SECURITY

The Supplier shall comply with the security requirements set out in the Specification.

20 DATA PROTECTION

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.

21 CHANGE CONTROL

21.1 It is recognised by the Parties that variations may be needed to this Agreement, and to that extent neither Party shall unreasonably withhold its consent to variations recommended by the other, provided that such variations are reasonable and commercially acceptable (in the absolute discretion of either Party) to both Parties.

21.2 Any requirement for a Change shall be subject to the Change Control Procedure.

21.3 Any change to the Services or other variation to this Agreement shall only be binding once it has been agreed in accordance with the Change Control Procedure.

22 CHANGE IN LAW

22.1 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

22.1.1 a General Change in Law; or

22.1.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 22.1.2), the Supplier shall:

22.2.1 notify the Authority as soon as reasonably practicable of the likely effects of that change, including:

(a) whether any Change is required to the Services, the Charges or this Agreement; and

(b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to meet the Key Performance Indicators; and

22.2.2 provide the Authority with evidence:

(a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors; and

(b) as to how the Specific Change in Law has affected the cost of providing the Services; and

22.3 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause 22.1.2) shall be implemented in accordance with the Change Control Procedure.

23 RECTIFICATION

In the event that there is a Notifiable Default as defined in 0 (Rectification plan process) the Authority may use the Rectification Plan Process detailed at 0 (Rectification plan process).

24 FORCE MAJEURE

24.1 Subject to the remaining provisions of this clause 24 (and, in relation to the Supplier, subject to its compliance with its obligations in 0 (Business Continuity and Disaster Recovery Plan), a Party may claim relief under this clause 24 from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

24.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

24.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this clause 24 to the extent that consequences of the relevant Force Majeure Event:

24.3.1 are capable of being mitigated, but the Supplier has failed to do so;

24.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement; or

24.3.3 are the result of the Supplier's failure to comply with its Business Continuity Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Business Continuity Plan).

24.4 Subject to clause 24.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

24.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

24.6 Where, as a result of a Force Majeure Event:

24.6.1 an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to clause 25.2.3; and

(b) neither Party shall be liable for any Default arising as a result of such failure;

24.6.2 where the Supplier fails to perform its obligations in accordance with this Agreement, the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

24.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

24.8 Relief from liability for the Affected Party under this clause 24 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under clause 24.7.

25 TERMINATION

25.1 Either Party may terminate this Agreement (in part or in whole) by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Agreement which is:

25.1.1 not capable of remedy; or

25.1.2 in the case of a breach capable of remedy, which is not remedied in accordance with the Rectification Plan Process.

25.2 The Authority may terminate this Agreement (in part or in whole) forthwith by issuing a Termination Notice to the Supplier if:

25.2.1 the Supplier does not commence full delivery of all the Services by the Service Commencement Date;

25.2.2 there is a Critical Service Failure;

25.2.3 if a Force Majeure Event endures for a continuous period of more than 30 days;

25.2.4 a Supplier Insolvency Event occurs;

25.2.5 the representation and warranties given by the Supplier pursuant to clause 14 (Warranties) are found to be materially untrue or misleading;

25.2.6 a Change of Control of the Supplier, unless:

(a) the Authority has given its prior written consent to the particular Change of Control which subsequently takes place as proposed; or

(b) the Authority has not served its notice of objection within three (3) months of the later date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;

25.2.7 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 Agreement;

25.2.8 a court of competent jurisdiction determines that the Agreement should not have been awarded to the Supplier due to a breach of the Public Contracts Regulations 2015 (or similarly applicable legislation);

25.2.9 a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

25.2.10 the Supplier purports to assign, sub-contract, novate, create a trust in or otherwise transfer or dispose of this Agreement in breach of clause 37 (Assignment and novation);

25.2.11 the liability under this Agreement of the Supplier exceeds 125% (hundred and twenty-five percent) of the cap on liability specified in clause 31.5 (Limitation of Liability);or

25.2.12 there is a right of termination expressly reserved in this Agreement.

25.3 The Supplier shall be entitled to terminate this Agreement in the event that any undisputed sums has not been paid in accordance with the terms of 0 (Charging and invoicing) provided that the Supplier has notified the Authority in writing by notice to the Authority's Chief Financial Officer (at the address set out in clause 46 (Notices) below or such other address as notified to the Supplier in writing from time to time by the Authority) that payment has not been made and following fifteen (15) days from the expiry of such notice if the payment has still not been made has served fifteen (15) days prior written notice on the Authority by notice to the Authority's Chief Financial Officer of its intention to terminate the Agreement in accordance with this clause 25.3. In the event that payment is made by the Authority before the expiry of

this notice period the Supplier shall have no right to terminate the Agreement in accordance with this clause 25.3.

26 TERMINATION FOR CONVENIENCE

26.1 The Authority may at any time after the commencement of Operational Services by the Supplier terminate this Agreement by giving 3 months prior written notice to the Supplier provided that the earliest date on which such notice may expire is six (6) months from the Service Commencement Date.

26.2 In the event of such termination the Authority will pay the Supplier its Breakage Costs provided always that the Supplier shall use its best endeavours to minimise and mitigate such Breakage Costs.

26.3 Any payment of Breakage Costs paid in accordance with this clause shall be in full and final settlement of any claim, demand or proceedings against the Authority in relation to any termination by the Authority in accordance with this clause. For the avoidance of doubt, no compensation shall be payable for loss of profit or for future payments which would otherwise have fallen due had the Agreement not been terminated.

26.4 Within ten (10) Working Days of notice to terminate in accordance with this clause 26, the Supplier shall notify the Authority of the amount of its Breakage Costs together with evidence substantiating such Breakage Costs. The Authority shall then, within 20 Working Days of receiving details of the Supplier's Breakage Costs, either:

26.4.1 approve such Breakage Costs; or

26.4.2 if it does not approve the Breakage Costs, provide details as to why it does not approve the Breakage Costs together with details and/or require the Supplier to provide further evidence substantiating its Breakage Costs.

Either Party may refer the issue of Breakage Costs to the Dispute Resolution Procedure.

26.5 Once the Breakage Costs have been approved by the Authority, the Supplier may invoice the Authority for the Breakage Costs which shall be payable in accordance with the payment terms set out in 0 (Charging and invoicing).

26.6 The Supplier shall not be entitled for payment of Breakage Costs if it has not yet commenced Operational Services.

27 CONSEQUENCES OF TERMINATION

27.1 Upon expiry or earlier termination of this Agreement:

27.1.1 the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Agreement prior to expiry or earlier termination of this Agreement;

27.1.2 the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination; and

27.1.3 all data documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, and all other items provided on loan or otherwise provided 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;

27.2 The Parties shall comply with the provisions of 0 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

27.3 If this Agreement is terminated (in part or in whole) by the Authority pursuant to clauses 25.1 or 25.2 or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

27.3.1 payments in respect of any Transferring Assets or apportionments in accordance with 0 (Exit Management); and

27.3.2 payments in respect of unpaid Charges for Services received up until the termination and/or expiry of the Agreement.

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

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

28 AUTHORITY RIGHT TO SUSPEND

28.1 Where:

28.1.1 the Product Cost of Goods lost, damaged or stolen whilst in the Supplier's possession (as determined in accordance with clause 11.7) during the Term amounts to three hundred and fifty thousand pounds (£350,000) or more; or

28.1.2 there are circumstances giving rise to an Authority right to terminate this Agreement,

the Authority may (without prejudice to any other rights the Authority may have, including the right to terminate) in its absolute discretion:

28.1.3 suspend the provision of the Services by the Supplier by giving notice in writing to the Supplier; and/or

28.1.4 require the Supplier to comply with the Rectification Plan Process.

28.2 If the Authority provides notice to the Supplier in accordance with this clause 28.1, the provision of the Services shall be suspended for the period set out in the notice or such other period notified (which may be subject to conditions) to the Supplier by the Authority in writing from time to time provided that such suspension shall be lifted where:

28.2.1 the circumstances leading to the Authority's right to terminate this Agreement have been remedied to the Authority's reasonable satisfaction in accordance with the Rectification Plan Process;

28.2.2 the Authority has satisfied itself that the risk and/or impact of the circumstances giving rise to the Authority's right to suspend no longer requires such suspension; and/or

28.2.3 the Authority exercises its rights to terminate this Agreement.

29 STEP-IN

The Parties shall comply with 0 (Step-in rights).

30 INDEMNITIES

30.1 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:

30.1.1 any injury or allegation of injury to any person, including injury resulting in death;

30.1.2 any loss of or damage to property (whether real or personal) or Goods;

30.1.3 any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Services; and/or

30.1.4 any failure by the Supplier to commence the Operational Services by the Service 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 Agreement 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.

30.2 Liability under clause 30.1.1 and 30.1.3 shall be unlimited. Liability under clause 30.1.2 and 30.1.4 shall be subject to the limitation of liability set out in clause 31.

31 LIMITATION OF LIABILITY

31.1 Neither Party limits its liability for:

31.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

31.1.2 fraud or fraudulent misrepresentation by it or its employees;

31.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

31.1.4 any liability to the extent it cannot be limited or excluded by Law.

31.2 Neither Party shall be liable to the other Party under or in connection with this Agreement for any reason, whether in contract, tort (including negligence), restitution, breach of statutory duty or misrepresentation or otherwise) for any:

31.2.1 consequential loss;

31.2.2 direct or indirect loss of profit;

31.2.3 loss of goodwill;

31.2.4 loss of business or opportunity;

31.2.5 interest cost;

31.2.6 special damage; or

31.2.7 indirect damage.

For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Agreement 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:

31.2.8 reasonable extra costs incurred purchasing replacement or alternative services or Goods; and/or

31.2.9 the reasonable costs of extra management time,

in each case to the extent to which such costs 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 Agreement.

31.3 The Supplier's liability in respect of the indemnities in clauses 30.1.1 and 30.1.3 shall be unlimited.

31.4 Deduction of Service Credits shall not be taken into consideration when calculating the Supplier's liability under clause 31.5.

[redacted] Subject to clauses 30.2, 31.1, 31.2, 31.4 and 31.6, the total liability of the Supplier under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in each Contract Year [redacted]

31.6 The Supplier shall have no liability for any loss, damage or theft of Goods unless or until the stock loss calculated in accordance with clause 11.7 in relation to the provision of the Services exceeds [redacted] in any Contract Year (**"Stock Loss Threshold"**). If the amount of the stock loss calculated in accordance with clause 11.7 exceeds the Stock Loss Threshold, the Supplier shall only be liable for the amount in excess of the Stock Loss Threshold, subject to clause 31.2.

31.7 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 Agreement.

31.8 This clause 31.8 shall survive the expiry of or earlier termination of this Agreement for any reason.

32 INSURANCE

The Supplier shall comply with the provisions of Schedule 5 (Insurance requirements) in relation to obtaining and maintain insurance.

33 CONFIDENTIALITY

33.1 For the purposes of this clause 33, the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.

33.2 Except to the extent set out in this clause 33 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:

33.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);

33.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;

33.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and

33.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

33.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

33.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that clause 34 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;

33.3.2 the need for such disclosure arises out of or in connection with:

(a) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Agreement;

(b) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Agreement; or

(c) the conduct of a Central Government Body review in respect of this Agreement; or

33.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

33.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

33.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

33.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;

33.5.2 its auditors; and

33.5.3 its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where the Supplier discloses Confidential Information of the Authority pursuant to this clause 33.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

33.6 The Authority may disclose the Confidential Information of the Supplier:

33.6.1 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);

33.6.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;

33.6.3 on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;

33.6.4 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

33.6.5 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

33.6.6 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 33.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;

33.6.7 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;

33.6.8 on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit rights, its step-in rights pursuant to clause 29 (Step-in) and exit management rights; or

33.6.9 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of this Agreement, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this clause 33

33.7 Nothing in this clause 33 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34 FREEDOM OF INFORMATION

34.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

34.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FoIA and EIRs;

34.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

34.1.3 provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

34.1.4 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

34.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

34.3 The Supplier agrees that that this Agreement and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Agreement are subject to the obligations and commitments of the Authority under the FOIA and EIRs.

34.4 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and EIRs the content of this Agreement is not Confidential Information.

35 NO ANNOUNCEMENTS, PUBLICITY OR BRANDING

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Agreement or its contents in any way; or

35.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which the Authority may withheld absolutely.

35.2 The Parties shall consult together on the timing, contents and manner of release of any announcement and the Authority shall have final approval of any such announcement(s).

35.3 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Supplier shall promptly notify the Authority. The Supplier concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

35.4 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

36 COMPLIANCE

Health and safety

36.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

36.1.1 all applicable Law regarding health and safety; and

36.1.2 the health and safety policy of the Authority and/or NHS Body responsible for the operation of a Designated Site whilst at the Designated Site.

Equality and Diversity

36.2 The Supplier shall:

36.2.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

36.2.2 any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

36.2.3 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

36.3 The Supplier shall comply with the provisions of:

36.3.1 the Official Secrets Acts 1911 to 1989; and

36.3.2 section 182 of the Finance Act 1989.

37 SUB-CONTRACTING AND SUPPLY CHAIN

37.1 The Supplier shall comply with 0 (Sub-contractors and supply chain).

38 ASSIGNMENT AND NOVATION

38.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.

38.2 Either the Authority or UKHSA may at any time transfer, assign, novate, sub-contract or otherwise dispose of their respective rights and obligations under this Agreement or any part of this Agreement and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If either the Authority or UKHSA novates this Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority or UKHSA shall not further transfer, assign, novate, sub-contract or otherwise dispose of their rights and obligations under this Agreement or any part of this Agreement

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

39 WAIVER AND CUMULATIVE REMEDIES

39.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

39.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

40 RELATIONSHIP OF THE PARTIES

40.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

41 PREVENTION OF FRAUD AND BRIBERY

41.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Commencement Date:

41.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

41.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

41.2 The Supplier shall not during the term of this Agreement:

41.2.1 commit a Prohibited Act; and/or

41.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

41.3 The Supplier shall during the term of this Agreement:

41.3.1 establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

41.3.2 have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

41.3.3 keep appropriate records of its compliance with its obligations under clause 41.3.1 and make such records available to the Authority on request; and

41.3.4 take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.

41.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clause 41.1 and/or 41.2 or has reason to believe that it has or any of the Supplier Personnel have:

41.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

41.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

41.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

41.5 If the Supplier makes a notification to the Authority pursuant to clause 41.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

41.6 If the Supplier is in Default under clause 41.1 and/or 41.2, the Authority may by notice:

41.6.1 require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Default; or

41.6.2 immediately terminate this Agreement.

41.7 Any notice served by the Authority under clause 41.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Agreement shall terminate).

42 SEVERANCE

42.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

42.2 In the event that any deemed deletion under clause 42.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

42.3 If the Parties are unable to agree on the revisions to this Agreement within 5 Working Days of the date of the notice given pursuant to clause 42.2, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

43 FURTHER ASSURANCES

43.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

44 ENTIRE AGREEMENT

44.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

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

44.3 Nothing in this clause 44 shall exclude any liability in respect of misrepresentations made fraudulently.

45 THIRD PARTY RIGHTS

45.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

45.2 The rights of the Parties to rescind or vary this agreement are not subject to the consent of any other person.

45.3 UKHSA may directly enforce clause 3.3, 11.7 and 30.1.2 or other rights provided to it under this Agreement.

46 NOTICES

46.1 Any notices sent under this Agreement must be in writing.

46.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of service	Proof of service
E-mail	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

46.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

46.4 This clause 46 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under 0 (Dispute Resolution Procedure).

47 DISPUTES

47.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

47.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

48 GOVERNING LAW AND JURISDICTION

48.1 This Agreement, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

48.2 Subject to 0 (Dispute Resolution Procedure), each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been signed by the duly authorised representatives of the Parties and takes effect on the date of the last signature of the Parties to this Agreement.

[redacted]

[redacted]

[redacted]

Schedule 1
Definitions and interpretation

1 DEFINITIONS

1.1 Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

Additional Services means the additional services that the Authority may require the Supplier to provide pursuant to clause 6, being any of the following:

(a) additional or alternate Vaccines;

(b) Other Medicines;

(c) Flu Vaccines

(d) additional or alternate Goods;

(e) increased or decreased volume of Vaccines and/or Goods;

(f) additional or alternate Designated Sites or changes in the frequency of deliveries to Designated Sites;

(g) additional or alternate delivery methods;

(h) additional services where business continuity issues occur including but not limited to UKHSA (or their nominated distributor) being unable to operate/deliver Vaccines to the Supplier, other wholesale distributors being unable to provide services or a change in characteristics or handling requirements for any Vaccine;

(i) additional system requirements;

(j) additional co packing;

(k) site to site collection and deliveries;

(l) any other activity or service connected with the handling and delivery of vaccines

Affected Party the Party seeking to claim relief in respect of a Force Majeure Event;

Affiliates in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or

indirect common Control with, that body corporate from time to time;

Associated Persons has the meaning given to it in section 44(4) of the Criminal Finances Act 2017;

Authority Data 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, and which are:

(a) supplied to the Supplier by or on behalf of the Authority; and/or

(b) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;

Breakage Costs the costs incurred by the Supplier directly as a result of termination of this Agreement which :

(a) are in connection with the provision of the Services and would be Allowable Costs consistent with the Contract Cost Register (CCR) Principles including, but not limited to:

(i) any materials or goods ordered or sub-contracts placed that cannot be cancelled without such costs being incurred;

(ii) any expenditure reasonably and properly incurred in anticipation of the provision of the Services in the future pursuant to the terms of this Agreement;

(iii) the cost of demobilisation including the cost of any relocation of equipment used in connection with the Services; and/or

(iv) redundancy payments and pension related costs;

(b) would not have been incurred had the Agreement continued to its natural expiry date;

(c) relate directly to the termination of Services;

(d) are unavoidable, proven, reasonable and not capable of recovery;

(e) are incurred under arrangements entered into in the normal course of business at arm's length; and

(f) do not relate to contracts or arrangements with Affiliates of the Contractor,

but does not, for the avoidance of doubt, include any loss of profit or future payments which would otherwise have fallen due had the Agreement not been terminated.

Business Continuity Plan has the meaning given to it in 0 (Business Continuity and Disaster Recovery Plan);

Central Government Body a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal)

(c) Non-Ministerial Department; or

(d) Executive Agency

Change Control Procedure the procedure for changing this Agreement as set out in 0 (Change Control Procedure);

Change in Law any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;

Change of Control 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 Agreement or the reputation of the Authority (and **"Controls"** and **"Controlled"** shall be construed accordingly);

Change any change to this Agreement;

Change Request shall have the meaning set out in 0 (Change Control Procedure);

Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with 0 (Charging and invoicing);
Commencement Date	means the 7 August 2023;
Commercially Sensitive Information	the information listed in **Error! Reference source not found.** (**Error! Reference source not found.**) comprising the information of a commercially sensitive nature relating to the pricing of the Services which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Confidential Information	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Agreement including any procurement process which is: (a) provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party; (b) personal data as defined in the Data Protection Legislation provided by the Disclosing Party; (c) designated as confidential or equivalent by either Party or that ought reasonably to be considered as confidential (whether or not it is so marked) however it is conveyed or on whatever media it is stored); (d) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; (e) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet; and/or (f) Information derived from the above,

but not including any information which:

(g) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(h) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(i) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;

(j) was independently developed without access to the Confidential Information; or

(k) relates to the Supplier's performance under this Agreement.

Contract Manager means the individuals appointed by the Parties who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement from time to time;

Contract Year means

(a) a period of 12 months commencing on the Commencement Date; or

(b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

Contracting Authority means any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) and supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of

	practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party;
Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
Designated Site	means the locations where the Supplier shall deliver the Goods as required by the Authority as further detailed in Schedule 2 (Specification)];
Disclosing Party	has the meaning given to it in 33.1;
Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in 0 (Dispute Resolution Procedure);
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC 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 section 132A of the Social Security Administration Act 1992;

EIRs	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
Estimated Contract Value	means the estimated value of this Agreement as set out in the Tender Notice;
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
Exit Plan	has the meaning set out in 0 (Exit Management);
Extended Term	has the meaning given to it in clause 4.2;
FoIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
Force Majeure Event	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including (but not limited to): (a) riots, war or armed conflict; (b) acts of terrorism; (c) acts of government, local government or regulatory bodies; (d) accidents; (e) pandemic (which for the avoidance of doubt shall only include any interruption directly caused by or relating to the COVID-19 pandemic to the extent that: (i) such an interruption was not as a result of an act, omission or negligence of the Supplier; (ii) such interruption relates to un availability of workforce only; and (iii) the Supplier has used all reasonable endeavours to avoid and/or mitigate such interruptions);

(f) serious adverse weather, fire, flood, storm or earthquake, or other natural disaster,

but excluding:

(g) any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;

(h) any interruption directly or indirectly caused by or relating to the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements.

Force Majeure Notice a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

GDP has the meaning given to it in clause 5.3.6;

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 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;

GMP has the meaning given to it in clause 5.3.7;

Good Industry Practice at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

Goods means the goods (including COVID-19 Vaccines and other Consumables as defined in schedule 2) to be managed, stored and/or delivered by the Supplier in accordance with the terms of this Agreement (as further detailed in Schedule 2 (Specification).

Guidance means any applicable national guidance, 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;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Implementation and Mobilisation Period	shall have the meaning set out in schedule 3 (Implementation and Mobilisation)
Information	has the meaning given to it in section 84 of FoIA;
Initial Term	means together the Implementation and Mobilisation Period and a further period of twenty four (24) months from and including the Service Commencement Date;
Intellectual Property Rights	means: (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
KPI Failure	has the meaning given to it in Schedule 4 (Performance Management, Key Performance Indicators and Service Credits);
Key Performance Indicator(s) or KPI(s)	the key performance indicators set out in Schedule 4 (Performance Management, Key Performance Indicators and Service Credits);
Key Personnel	those persons appointed by the Supplier to fulfil the key roles, being the persons listed in 0 (Key Personnel) or as amended from time to time;
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory

	guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
MHRA	means the Medicines and Healthcare products Regulatory Agency;
MIA	has the meaning given to it in clause 5.8;
Mobilisation Services	means the mobilisation services to be provided as set out in Schedule 2 (Specification);
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 Constitution	the Authority's constitution as found at https://www.gov.uk/government/publications/the-nhs-constitution-for-england (and as may be amended or updated from time to time);
Occasions 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 Commencement Date or to a civil penalty for fraud or evasion;
Operational Services	means the Services that are not the Mobilisation Services;

Policies means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;

Programme means the COVID-19 vaccination programme;

Prohibited Acts means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

QTA has the meaning given to it in clause 3.3;

Recipient has the meaning given to it in clause 33.1;

Rectification Plan shall have the meaning given to it in 0 (Rectification plan process);

Relevant Requirements all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Replacement Supplier	shall have the meaning given to it in 0 (Staff Transfers);
Requests for Information	a request for Information under the FOIA or the EIRs;
Security Requirements	means the Authority's security requirements as set out in Part 2 paragraphs 1.2.12 and 4 of Schedule 2 (Specification);
Service Commencement Date	means the date identified in the Implementation and Mobilisation Plan for the commencement of the Operational Services by the Supplier;
Service Credits	has the meaning given to it in Schedule 4 (Performance Management, Key Performance Indicators and Service Credits);
Services	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2 (Specification);
Specific Change in Law	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
Sub-contractor(s)	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
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 Insolvency Event	means any of the following in relation to the Supplier: (a) ceases or threatens to cease carrying on all or a substantial part of its business;

(b) suspends or threatens to suspend making payments on any of its debts or announces an intention to do so;

(c) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent;

(e) commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(f) another person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

(g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

(h) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(i) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the Supplier;

(j) the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver; or

(k) 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;

(l) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Premise(s)	the Supplier warehouse facility for the storage of Goods and from which the Services are provided as may be approved in writing by the Authority from time to time;
Tender Notice	means the contract notice dated 24 February 2023 and reference 2023/S 000-005499 published by the Authority advertising its requirements for the Services on the UK e-notification service Find a Tender seeking expressions of interest from potential providers of the Services;
Tender Response Document	means the Supplier's response to the Authority's invitation to tender as set out at Schedule 6 (Supplier's Tender Response);
Term	means the period commencing on the Commencement Date and ending on the expiry of the Initial Term, any Extended Term or any Termination Assistance Period;
Termination Assistance Period	shall have the meaning given to it in 0 (Exit Management);
Termination Notice	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 Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
WDA	has the meaning given to it in clause 5.8.1;

Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

Schedule 2
Specification

INDEX

PART 1

ANNEX

Vaccine Descriptions

Part 1

1 DEFINITIONS

1.1 In this Schedule 2, the following definitions shall apply where other defined terms are used, they are defined in the main Agreement, Schedule 1

Account Manager	means the account manager or otherwise named individual, who will assume overall and maintain a focal point of relationship with the Authority in respect of the Services;
Additional Services	as defined in the main Agreement; Schedule 1
Ambient	A temperature between 15 and 25 degrees Celsius;
Cold Chain	As specified by WDA and MIA;
Cold/Cool	A temperature between 8 and 15 degrees Celsius
Consumables	means any Goods, other than Vaccines to be managed stored or delivered by the Supplier in accordance with this Agreement. This may include Goods directly associated with the vaccine e.g. diluent, needles etc., or indirectly e.g., AED, sharps waste bins etc.
DEG	means unwanted or date expired Goods;
Designated Sites	means the locations identified by the Authority where the Supplier shall deliver the Goods as required by the Authority;
Vaccine Descriptions	the summary description of each vaccine including its product, handling and package characteristics as set out in the Annex to this Schedule 2
EMA	means the European Medicines Agency or other agency responsible for the protection of public and animal health through the scientific evaluation and supervision of medicines;
Emergency Order	means orders outside of a normal schedule delivery rota;
Falsified Medicines Directive	The EU Falsified Medicines Directive (2011/62/EU)
FEFO	means first expiry first out;
FIFO	means first in first out;
Flu Vaccine	vaccines to provide protection against seasonal flu and other respiratory infections
Good Distribution Practice or GDP	means the guidelines for the proper distribution of products for human use as defined by the MHRA;

Good Manufacturing Practice or GMP	means the guidelines for the proper manufacture of products for human use as defined by the MHRA;
Goods	means the goods including Vaccines, Flu Vaccines and Consumables (and Other Medicines as called off as an Additional Service)to be managed, stored or delivered by the Supplier in accordance with the terms of this Agreement;
Goods Received Note	means a form signed on behalf of UKHSA (or its sub-contractor) which confirms the nature, quantity and time of delivery of such Goods to the Supplier;
HMR	Human Medicines Regulations 2012;
Immform	UKHSA website used to collect data on vaccine uptake for immunisation programmes and to provide vaccine ordering facilities for the national immunisation programme;
Lot Batch Code	numerical or alpha-numerical code assigned to a number units of the same product code, used to identify unique groups of Goods, usually linked to the same manufacturing date, time and or location;
MHRA	means the Medicines and Healthcare Products Regulatory Agency;
National Vaccine Operations Centre (NVOC)	the Programme's National Vaccines Operations Centre;
NOFC	National Order & Fulfilment Centre
MIA	a licence for the manufacture/import of licenced medicinal products for human use issued by the MHRA in accordance with the Human Medicines Regulations 2012
Order	a request from the Authority, via the National Vaccine Operations Centre, for Goods to be processed and despatched to a Designated Site, such Order to contains details of the Goods required, quantities required and any specific instructions for processing and delivery (including, but not limited to, the requirements to pack down and re-label);
Other Medicines	means (1) medicines used to provide a reduction in the risk of infectious diseases and (2) medicines used to cure/limit illness and prolong life as may be varied and/or added to from time to time;

Packdown	The process of repackaging larger Goods into smaller quantity packages in accordance with GMP and GDP as well as any relevant QTA
UKHSA	UK Health & Security Agency, an executive agency of the Department of Health and Social Care focused on public health and its relevant functions as they same may be exercised from time to time by UKHSA or a successor organisation(s) exercising some or all of its functions;
Product Code or product code	means numerical or alphanumerical code assigned to a unique product to aid identification;
Quality Technical Agreement or QTA	means the quality and technical agreement between (i) UKHSA(ii) the Supplier and any other party named in the QTA;
Refrigerator/Chill	A temperature between 2 and 8 degrees Celsius;
Refrigerated/Frozen	Temperatures of between minus(-) 15°c and minus(-) 50° Celsius;
Responsible Person or RP	means the person approved by the MHRA to be the subject matter expert named on the WDA;
Services	the services to be delivered by the Supplier under the terms of this Agreement
Site	any building/warehouse used by the Supplier in the provision the Services. The singular or plural or multiple can be used dependant on the number of Sites in use.
SKU	means the unit of stock held in a stockpile;
Standard Operating Procedures or **SOP**	means the standard operation procedures, work instructions or equivalent thereof as further set out in paragraph 2 of Part 2 of this Schedule 2 (as may be amended or added to from time to time);
Stock	means Goods held at the Sites or in the Warehouse;
Ultra-Low Temperature, ULT	A temperature of between minus(-) 20° and minus(-) 80° degrees Celsius;
Vaccines	means (1) vaccines used to provide immunity against COVID-19, including those listed in the Annex of this Schedule 2 and as may be varied and/or added to from time to time;

Warehouse	means any storage site used in the provision of the Services;
Wholesale Distribution Authorisation or WDA	A licence to sell or supply medicines to anyone other than a patient
WMS	means warehouse management systems that records the details of Goods held in the Warehouse by the Supplier.

2 OVERVIEW OF SERVICES

2.1 The Supplier is required to provide storage and distribution services in support of the Authority's COVID-19 Vaccination Programme and potentially other immunisation programmes (including flu). This is a critical public health service, delivered on behalf of the Authority.

2.2 The Supplier shall as a minimum ensure the secure, safe and timely ordering, receipt, storage, management, Packdown (where appropriate), distribution and delivery of the Goods to the Designated Sites, as more specifically described or referred to in this Schedule 2 (the **"Services"**).

2.3 The Supplier acknowledges that due to the nature of the Services, the Authority's requirements may vary over the course of the Term. The scope of Additional Services shall include, but are not limited to:

Additional Services means the additional services that the Authority may require the Supplier to provide pursuant to Clause 6, being any of the following:

a) additional or alternate Vaccines;

b) Other Medicines;

c) Flu Vaccines
d) additional or alternate Goods;
e) increased or decreased volume of Vaccines and/or Goods;
f) additional or alternate Designated Sites or changes in the frequency of deliveries to Designated Sites;
g) additional or alternate delivery methods;
h) additional services where business continuity issues occur including but not limited to UKHSA (or their nominated distributor) being unable to operate/deliver Vaccines to the Supplier, other wholesale distributors being unable to provide services or a change in characteristics or handling requirements for any Vaccine;
i) additional system requirements;
j) additional co packing;
k) site to site collection and deliveries;
l) any other activity or service connected with the handling and delivery of vaccines

2.4 The Supplier shall at all times in the provision of the Services comply with:

2.4.1 this Schedule 2;

2.4.2 the Goods manufacturers' technical and operational requirements that relate specifically to the handling of the Goods as necessary to ensure their quality or safety is not compromised;

2.4.3 the MHRA authorisation for the relevant Vaccine;

2.4.4 all relevant regulatory requirements including but not limited to:

(a) the requirements of the MHRA including but not limited to compliance with:

(i) the WDA;

(ii) MIA;

(iii) ISO9001 certification to Quality Management Systems;

(iv) Good Distribution Practice for all Sites and Warehouses used to provide the Services (including, but not limited to, complying with Directive 2001/83/EC and associated guidance); and

(v) in accordance with Good Manufacturing Practice, as defined in Commission Directive 2003/94/EC (as amended), and associated guidance.

2.4.5 the QTA;

2.4.6 all relevant Standard Operating Procedures (SOPs) agreed between the Parties or as subsequently agreed in writing and as they may be amended from time to time; and

2.4.7 the Vaccine Descriptions in the Annex to this Schedule 2.

2.5 If there is any conflict or inconsistency between the provisions of the documents and/or standards listed in paragraph 2.4, such conflict or inconsistency shall be resolved by the Parties in good faith and according to the following order of priority:

2.5.1 the QTA;

2.5.2 the MIA;

2.5.3 the WDA;

2.5.4 GMP and GDP;

2.5.5 the Goods' manufacturers' technical and operational requirements;

2.5.6 the applicable SOP(s);

2.5.7 this Schedule 2;

2.5.8 the Vaccine Descriptions in the Annex; and

2.5.9 all other documents or standards listed above.

2.6 Where there is still a conflict between any of the above documents after applying the priority set out in paragraph 2.5., the Parties shall work together to resolve any such conflict.

2.7 The Authority shall place Orders from time to time for Goods distribution and the Supplier shall deliver the Goods to the Designated Sites which shall include but are not limited to:

2.7.1 NHS Trust-led Community Vaccination Centres;

2.7.2 Primary Care Network vaccination centres;

2.7.3 Care Homes;

2.7.4 Community Pharmacies,

2.7.5 detained estates locations;

2.7.6 private sector vaccination facilities;

2.7.7 NHS Trusts; and

2.7.8 MOD sites which are identified as Designated Sites by the Authority.

2.7.9 Crown Dependencies and Overseas Territories

2.8 The Supplier will place its own orders for Goods directly from UKHSA (or by their sub-contractors) using the processes and procedures set out in this Schedule, for the purposes of fulfilling the Orders.

2.9 The Suppliers orders for Goods will be delivered by representative parties of UKHSA to the Supplier's Warehouse Monday – Saturday in accordance with agreed inbound delivery schedules, unless otherwise agreed.

2.10 The Supplier shall store duly receipted Goods in accordance with the relevant requirements set out or referred to in this schedule and shall, in relation to some Vaccines, as further specified in this Schedule 2, Packdown and re-label in accordance with the terms of the QTA and GMP those Vaccines prior to onwards distribution to Designated Sites.

2.11 The Supplier shall distribute the Goods in accordance with Good Distribution Practice and the provisions of the QTA.

2.12 Goods in scope for the Services shall include COVID-19 Vaccines and other vaccines used in immunisation programme, Consumables as may be otherwise specified from time to time by the Authority.

Readiness and authorisation

2.13 Prior to the Service Commencement Date, the Supplier shall provide evidence to the satisfaction of the Authority that they:

2.13.1 hold a WDA with the following allowances:

(a) Medicinal Products

(i) With a Marketing Authorisation in EEA member state

(ii) Without a Marketing Authorisation in the EEA and intended for the EEA market

(b) Wholesale distribution option:

(i) Holding

(ii) Supply

(c) Medicinal Products with additional temperature requirements:

(i) Cold Chain products requiring low temperature handing including

(ii) Ambient temperature handling

(d) Categories of products handled at this Site

(i) Prescription only medicines

(ii) Products authorised under Regulation 174 HMR (supply in response to spread of pathogenic agents etc)

(iii) Products authorised with Conditional Marketing Authorisation

2.13.2 an MIA licence to allow the Supplier to pack down Goods authorised under Regulation 174 HMR (supply in response to spread of pathogenic agents etc)

2.13.3 Hold a valid UKHSA ImmForm account to facilitate reordering of vaccines and consumables

2.13.4 Are compliant with GMP and GDP.

2.14 The Supplier shall achieve satisfactory completion of the following prior to the Services Commencement Date and shall warrant the same to the Authority and on request provide sufficient evidence to the Authority of completion of these actions:

2.14.1 The Supplier has the Standard Operating Procedures listed at 2.1 in place, as a minimum;

2.14.2 All necessary and suitably qualified and experienced staff are in position and have been trained in accordance with the SOPs;

2.14.3 All appropriate Warehouse infrastructure is in place;

2.14.4 Warehouse Management System is in place, tested and operational;

2.14.5 The appropriate Site access is in place and instructions on access and exit have been shared with UKHSA.

2.14.6 All relevant IT and systems installation and testing is complete and fully operational;

2.14.7 All freezers are fully operational and compliant with evidence of the freezers have been certified by the manufacturer following all of the appropriate qualification regimes (and mapping);

2.14.8 All Cold Chain facilities used to store Goods are fitted with appropriate recording devices to measure and record the temperature, to ensure that all areas and levels of the chilled storage facility are monitored. Each Sensor must operate independently and must be capable of automatically triggering alarms, the temperature must be recorded at 15-minute intervals as a minimum frequency;

2.14.9 Sufficient ULT personal protective equipment is available including cryogenic gloves, cryogenic apron and cryogenic protective face shield;

2.14.10 All relevant materials are in place for inbound receipting, scan guns, relabelling and pack down packaging, picking and storage bins, label printing;

2.14.11 Business Continuity Plan is in place and approved in writing by the Authority; and

2.14.12 All requirements and recommendations by the Centre for the Protection of National Infrastructure (**"CPNI"**) and National Cyber Security Centre (**"NCSC"**) have been fully implemented.

2.15 The Supplier shall immediately notify the Authority in writing of changes to the status of any items in Paragraphs 2.13 or 2.14 above at any time during the duration of this Contract.

2.16 The Supplier shall continue to meet the requirements set out under Paragraphs 1.1 and 1.2 above at all times during the duration of this Contract unless otherwise agreed by the Authority.

3 STANDARD OPERATING PROCEDURES

3.1 Should be available for review and comment by the Authority no later than one month before the operationalisation of the service.

3.2 The initial Standard Operating Procedures should cover the following key categories as a minimum:

3.2.1 Inbound – receipt & goods-in (as further described in paragraph 7.1 & 8.1 below)

3.2.2 Storage and warehousing;

3.2.3 Order processing; and

3.2.4 Outbound – dispatch and distribution.

3.3 A full list of SOPs being used to enable service delivery and support should be available to the Authority no later than one month before the operationalisation of the service, updated as required in accordance with Paragraph 2.4 and 2.5.

3.4 The Parties shall work together to develop and, if required, amend the existing Standard Operating Procedures and, where required, agree additional Standard Operating Procedures and/or amendments to Standard Operating Procedures. Any additional or amended Standard Operation Procedures shall be agreed in writing with the Authority.

3.5 Without prejudice to paragraph 3.2.1, the Authority may amend (or require the Supplier to amend) the Standard Operating Procedures from time to time by written notice to the Supplier. The Authority will give the Supplier as much notice as is reasonably practicable in the circumstances of any changes to the Standard Operating Procedures and will, discuss the changes with the Supplier in advance. If the Supplier is required by the Authority to amend the Standard Operating Procedure, it shall provide a copy of the amended Standard Operating Procedure to the Authority for approval as soon as possible (and in any case within 3 Business Days) to allow SOPs to be fully understood and training and other necessary actions completed.

4 OPERATING HOURS AND CUSTOMER SERVICES

4.1 The Supplier shall maintain a service up to seven days a week 24 hours per day operation to deliver the Services, but no less than six days a week.

4.2 The Supplier shall provide to the Authority, National Vaccine Operations Centre and Designated Sites a telephone number and email address which will be available to take calls on 10 hour 5 days a week basis, with provision for weekend working as required by the Authority from time to time, to include delivery queries and confirmation, product returns, data provision and any other reasonable queries relating to the Services.

4.3 The Supplier shall respond and resolve such queries and issues in accordance with the relevant Key Performance Indicators.

5 SUPPLIER SITES AND INFRASTRUCTURE

5.1 The Supplier shall implement security measures at all Sites so as to ensure:

5.1.1 System of authenticity to ensure that no falsified versions of the Vaccine enter the supply chain, as required by the Falsified Medicines Directive;

5.1.2 provide a secure central storage for the Goods (with restricted fob access area and CCTV as a minimum) and other requirements notified by the Authority from time to time. Only authorised Staff will have access to the secure central storage area;

5.1.3 ensure all Goods are stored appropriately secure with a suitable level of security as would normally be required to protect controlled medicines from theft. Security may include:

(a) manned security patrol on a 24/7 basis;

(b) intruder alarm maintenance and specification;

(c) fencing and barrier control to deter intruders;

(d) alarm response arrangements;

(e) access control to protected areas, including to where Vaccine(s) and medicines are stored and handled;

(f) out of office 24-hour protection security arrangements;

(g) access to and retention of CCTV data for 30 days; and

(h) appropriate tracking technology systems for all delivery vehicles

5.2 The Supplier must also comply and implement any security requirements required by appropriate authorities and notified to the Supplier from time to time, including any police force or counter-terrorism body. All costs of additional measures required by such bodies will be paid by the Authority.

5.3 Complying with the Authority's requirements in relation to cyber-security and any requirements and recommendations made by appropriate authorities and notified to the Supplier from time to time.

5.4 Site locations may only be changed with the prior written consent of the Authority and UKHSA or as strictly required to comply with the Business Continuity Plan.

5.5 The Supplier must have suitable infrastructure to operate a Temperature Controlled Supply Chain and handling capability. Vaccines will be stored in ULT freezers. However, Vaccines will only be supplied to Designated Sites at 2 to 8°c using appropriate cold chain packaging and where permitted by the Vaccine Descriptions (unless otherwise required by the Business Continuity Plan).

5.6 The Warehouse must have the following infrastructure:

5.6.1 mains utilities;

5.6.2 back-up generator;

5.6.3 phone lines and Wi-Fi network;

5.6.4 adequate internal lighting to ensure operational accuracy and integrity;

5.6.5 adequate external lighting to safely load and unload deliveries;

5.6.6 a suitable receiving/loading area for the sole purpose of stock intake and collections.

5.6.7 access and turning space for large goods vehicles and heavy goods vehicles;

5.6.8 adequate space for fridges, freezers and storage of cool boxes;

5.6.9 adequate space and ventilation to safely open isothermic cool boxes containing dry ice; and

5.6.10 adequate space, ventilation and processes to safely dispose of dry ice.

5.7 The Supplier must have the appropriate infrastructure to operate a temperature-controlled supply chain and to meet the requirements specified in Annex.

5.8 The freezers will require a standard 220-240V, 50Hz UK electrical supply and should be hardwired into the Site's emergency generator circuit, unless otherwise agreed with the Authority.

6 AUTHORITY ORDERS

6.1 National allocation and distribution requirements of the Vaccines will be determined by the NOFC

6.2 Orders and delivery frequencies will vary by end Vaccine delivery model and by Designated Site based on vaccination schedules, storage capacity and Vaccine shelf-life.

6.3 Orders will normally be electronically communicated from the NOFC to the Supplier in accordance with the relevant SOP.

6.4 Orders placed by the National Orders & Fulfilment Centre shall be delivered by the Supplier to Designated Sites as follows:

Order placed by NOFC	**Delivery between**
By 6.00pm on Monday	8:00am – 6:30pm Wednesday
By 6.00pm on Tuesday	8:00am – 6:30pm Thursday
By 6.00pm on Wednesday	8:00am – 6:30pm Friday
By 6.00pm on Friday	8:00am – 6:30pm Monday
By 6.00pm on Friday	8.00am – 6.30pm Tuesday

6.5 A separate delivery schedule and mutually agreed order placement schedule will be developed for the Christmas and Easter holiday periods and delivery schedules during all other bank holiday weeks.

6.6 In the event that electronic transmission of Orders is not possible, the Supplier shall be able to accept orders using an alternative method in the Business Continuity Plan.

6.7 Orders must not, under any circumstance be altered without the direct approval of the NOFC.

6.8 In the event of shortages due to product damage or other unexpected situations, instructions must be obtained from the NOFC before any changes to Orders or delivery quantities are made.

6.9 Any replacement Goods must only be picked or backfilled on the instruction and approval of the NOFC.

7 SUPPLIER ORDERING FROM UKHSA

7.1 The Supplier is responsible for placing its own orders for Goods with UKHSA via Immform and in accordance with the relevant SOP, so that it may fulfil the Authority's Orders.

7.2 The NOFC will approve or reject the order based on whether specific caps have been exceeded.

7.3 If a Supplier order is rejected by the NOFC, the Supplier will immediately inform the Authority with an assessment of any impact on any Order(s).

7.4 The Supplier is responsible for placing orders with Manufacturers following direction from the NOFC.

8 SUPPLIER INBOUND RECEIPTING

8.1 The Supplier will in addition to any other SOPs required propose and agree with the UKHSA an inbound Goods Standard Operating Procedure for each Site, details to be contained within but not limited to:

8.1.1 contact details for receiving Site;

8.1.2 advance shipping notifications requirements;

8.1.3 booking timed slot for delivery;

8.1.4 Site operating hours;

8.1.5 grades and types of pallets and/or other packaging accepted; and

8.1.6 discrepancy reporting processes.

8.2 The Supplier shall not reject inbound deliveries to the Sites, provided that those deliveries comply with the agreed SOP and inbound Goods schedule.

8.3 Receipting of Goods will be undertaken by trained and authorised Supplier Personnel only and in accordance with the relevant SOP and the QTA.

8.4 The Supplier shall ensure that appropriate personal protective equipment will be used, including those identified in the relevant Standard Operation Procedure.

8.5 All Goods received must be checked against the Supplier/UKHSA order record and/or accompanying delivery documentation for:

8.5.1 Batch Product Code, (Product code displayed on documentation against code on product packaging;

8.5.2 description;

8.5.3 discrepancy in quantity;

8.5.4 shelf life/expiry date; and

8.5.5 lot batch code;

8.6 Any variation following checking/discrepancies, including any damage, shall be reported to UKHSA and NOFC within 12 hours of delivery, detailing nature of error.

8.7 The receipt of all Goods shall be acknowledged by the Supplier's Warehouse Management System in the form of a Goods Received Note (**"GRN"**) (this may be an electronic transmission or report) signed by an authorised member of Supplier Personnel. Copies of the Goods Received Note must be retained by the Supplier for audit purposes in line with GDP and GMP.

8.8 The Supplier is required to implement a Goods inbound checking process to ensure Goods being supplied:

8.8.1 have been stored within the required temperature limits and/or there have been no temperature deviations;

8.8.2 quantities are correct;

8.8.3 there are no discrepancies; and

8.8.4 packaging and seals are intact where necessary.

8.9 The authorised Supplier personnel receiving the in-bound Goods shall sign a proof of delivery as unchecked, but with any temperature deviations noted on it and reported to the Authority.

9 Manufacturer Direct Inbound Deliveries

9.1 The supplier in addition to any other SOPs required, propose, and agree with the Authority an Inbound Goods Standard Operating Procedure for the site(s), Details to be contained within but not limited to

9.1.1 Contact details for receiving site

9.1.2 Advance shipping notifications requirements

9.1.3 Booking time slot for delivery

9.1.4 Site opening hours

9.1.5 Grades and types of pallets and/or other packaging accepted: and

9.1.6 Discrepancy reporting process

9.2 The Supplier shall not reject inbound deliveries to the Site(s), provided that those deliveries comply with the agreed SOP and inbound goods schedule.

9.3 Receipting of Goods will be undertaken by trained authorised Supplier Personnel only and in accordance with the relevant SOP.

9.4 The Supplier shall ensure that appropriate personal protective equipment will be used, including those identified in the relevant Standard Operating Procedure.

9.5 All Goods must be checked against the Supplier/Manufacturer order record and/or accompanying delivery documentation for:

9.5.1 Batch Product Code (Product Code displayed on documentation against code on packaging)

9.5.2 Product Description

9.5.3 Discrepancy in quantity

9.5.4 Shelf Life/Expiry Date; and

9.5.5 Lot batch code.

9.6 Any variation following checking/discrepancies, including any damage, shall be reported to the Manufacturer and the Authority within the agreed timescales as laid out in the SOP, detailing the nature of each error.

9.7 The receipt of all Goods shall be acknowledged by the Suppliers Warehouse Management System in the form of a Goods Received Note (GRN) this may be an electronic transmission or report) signed by an authorised member of the Supplier Personnel. Copies of the Goods Received Note must be retained by the Supplier for audit purposes in line with GDP and GMP.

9.8 The Supplier is required to implement a Goods Inbound checking process to ensure Goods being supplied

9.8.1 Have been stored within the required temperature limits and/or there have been no temperature deviations

9.8.2 Quantities are correct

9.8.3 There are no discrepancies and / or damages;

9.8.4 Packaging and seals are intact where necessary

9.9 Following the completion of a direct Inbound delivery from a manufacturer the Supplier will dispose of all dry ice contained within the consignment in line with the Standard Operating Procedure.

9.10 Make provision to process and store empty packaging and temperature monitoring/data logger equipment, prior to return to manufacturer.

9 Consumables

9.1 Diluent, needles, syringes, other medicinal products and other consumables will be packed in a separate box and delivered at Ambient temperatures and in accordance with GDP or other applicable regulatory requirements.

9.2 From time-to-time Patient Information Leaflets and other supporting materials may be supplied separately by the manufacturers or UKHSA to be issued with certain Goods.

9.3 The Supplier will be notified by the Authority of any Goods where Patient Information Leaflets and/or other supporting materials are supplied separately, including volumes of leaflets needed to be despatched with each order.

9.4 Patient Information leaflets and other supporting materials can be stored in uncontrolled or unmonitored temperature conditions unless otherwise advised by the manufacturer or the Authority.

9.5 When instructed by the Authority the Supplier shall restrict Warehouse Management System parameters to ensure that Goods are not issued without the corresponding Patient Information Leaflet and/or supporting material (if applicable).

9.6 The Supplier may be required to dispose (at the cost of the Authority) of obsolete Goods and/or supporting materials, adhering to all current and applicable legislation as instructed by the Authority and regulatory and manufacturer guidance.

10 STORAGE

10.1 Optimisation of pallet storage space should be achieved at all times at the Warehouse.

10.2 All temperature-controlled storage zones (including but not limited to Ultra-Low Temperature (ULT) freezers, -50°C, Refrigerated 2-8°C and Ambient) shall be subject to continuous temperature monitoring using the Controlant or equivalent temperature monitoring system. The monitoring system shall be configured to provide email and text notifications in the event of a temperature excursion outside of defined limits and temperature monitoring data from the temperature monitoring system shall be subject to routine quality oversight and approval. In the event a temperature excursion outside of defined limits is identified the Goods shall be quarantined to prevent distribution and the Authority notified within 1 (one) working day

10.3 Each sensor must operate independently and must be capable of automatically triggering alarms, the temperature must be recorded at 15-minute intervals as a minimum frequency.

10.4 Each sensor must be calibrated by an independent third party to industry recognised standards.

10.5 All Goods must be stored by the Supplier in accordance with the manufacturer's requirements, including with the summary of product characteristics and information for healthcare professionals and references, the MHRA authorisation for the relevant Vaccine, the relevant SOP(s) and the QTA.

10.6 Documentary evidence that the Goods are being stored in accordance with temperature control requirements must be produced and made available for inspection by the Authority on request which may be at any time.

10.7 If any Goods are exposed to temperatures outside the range, as specified by the supplier/ manufacturer or as detailed herein, the Supplier shall notify the Authority thereof within 12 hours of the event occurring and shall change the status of the Goods to “quarantine”. Such Goods may not be used or distributed.

11 QUARANTINE

11.1 If requested to do so by the Authority the Supplier shall be required to hold Goods under quarantine conditions until the Authority approves disposal or instructs otherwise.

11.2 The Supplier must ensure Goods stored in quarantine are kept separately from other non-quarantined Goods in the warehouse in accordance with Rule and Guidance for Pharmaceutical Manufacturers and Distributors 2012 published by the MHRA or update relevant legislation if applicable; where electronic segregation is used it shall provide equivalent control.

11.3 The Supplier must at all times, be able to demonstrate the integrity of quarantine facilities within the Warehouse Management System and within the physical operations to prove beyond reasonable doubt that quarantine transactions cannot be confused with normal regular transactions.

12 STOCK MANAGEMENT

12.1 Stock management of all Goods is the responsibility of the Supplier.

12.2 Good Industry Practice in stock management and record keeping is required including regular stock reconciliation with the Authority.

12.3 The Supplier is responsible for the Goods at the Sites and/or where under the Supplier's care, including goods-in-transit whether by own fleet or sub-contracted fleet until delivered to Designated Sites.

12.4 All reasonable steps shall be taken by the Supplier to avoid damage or degradation to the Goods whilst the Goods are in storage, handled, packed down, picked and during transit.

12.5 The Goods should be maintained in a “fit for purpose” status. This includes being of a quality commensurate with being delivered into a health care setting free from dust and detritus as well as being stored and handled in appropriate temperature settings.

12.6 The Supplier will have in place a continual inventory checking programme.

12.7 The Supplier shall monitor the Goods in a manner paying particular regard to the Goods stored and pick, pack, dispatch to minimise the risk and occurrence of obsolescence. Unless otherwise instructed by the Authority, if there is an expiry date it will be on a First Expiry in First Out (**"FEFO"**) or, if there is no expiry date, it will be on a First in First Out (**"FIFO"**) basis.

12.8 The Supplier shall provide and operate a Warehouse Management System which, as a minimum, will be capable of:

12.8.1 managing the Goods at an individual Site level;

12.8.2 supporting all Product Codes as well as maintaining specific SKU code level data;

12.8.3 producing system driven continual inventory checks based on coding, frequency to be agreed and varied from time to time upon request of the Authority;

12.8.4 lot and batch tracking;

12.8.5 height, width, depth, weight, at unit level;

12.8.6 units per case;

12.8.7 cases per outer carton;

12.8.8 cartons per pallet; and

12.8.9 date expiry and shelf-life remaining functionality.

12.9 Access to inventory details, status, quantity etc. will be required by the Authority at all times, provided by self-service access to system reporting tools.

12.10 Subject to reasonable notice, regular inspections and/or product checks may be undertaken by the Authority and may include sampling from time to time.

12.11 The Supplier must continue to store and not dispose of any DEG until instructed otherwise by the Authority.

12.12 All DEG identified by inventory control processes should be stored in quarantine status and flagged as such on the WMS until the Supplier is instructed otherwise by the Authority.

12.13 The Supplier shall maintain proper and appropriate records of batch/lot numbers of Goods at all times to ensure batch/lot traceability from point of receipt of Goods to the completion of delivery of the Goods to Designated Sites.

12.14 The Supplier shall also record the expiry date of batches received and in storage in order that batches are distributed on a FEFO basis. In the event that any Goods have no expiry date, the Supplier shall distribute on a FIFO basis.

12.15 The Supplier must submit the following data to the NOFC on a daily basis:

12.15.1 deliveries received from UKHSA;

12.15.2 deliveries rejected for return to UKHSA;

12.15.3 inventory (including traceability between frozen and defrosted vaccine) and quarantined stock;

12.15.4 Orders fulfilled for each Site;

12.15.5 waste/destruction;

12.15.6 shrinkage, i.e. theft.

12.15.7 cancelled orders; and

12.15.8 delayed orders.

12.16 Change to product data information can only be made with advance written agreement of the Authority e.g. units of measure, pack quantity sizes, pallet configurations.

12.17 Stock movements may only occur:

12.17.1 upon receipt of a valid Order;

12.17.2 as part of processing an approved disposal exercise;

12.17.3 at the request of the Authority; and

12.17.4 following a request from the Supplier, only when approved by the Authority.

13 PICK AND PACK /PACKDOWN

13.1 The Supplier will repackage/re-label or reconfigure Goods including Combined Needles & Syringes to meet the requirements of the Authority, the QTA and in accordance with GMP.

13.2 Details of the Packdown required will be determined on an Order-by-Order basis and will depend on whether the number of items of the Goods to be delivered in accordance with an Order equals the amount of Goods contained in any package (or any multiples thereof).

13.3 Where required, single items of Goods will be packed into a new secondary packaging with a revised expiry date and other details, in accordance with the QTA and GMP, placed on a label on that package.

13.4 All such repackaging or re-labelling will be processed in a MIA licensed facility in accordance with GMP and in accordance with the QTA.

13.5 Orders shall be assembled, repackaged or re-labelled in accordance with the manufacturer's instructions, the relevant SOP(s) and the QTA.

13.6 Full packs or split packs will be picked based on First Expiry First Out and packed in suitable containers by the Supplier in in the appropriate temperature controlled environment in required for the Goods, the Packdown activity and any applicable regulatory approval' a (2 to 8°C) environment.

13.7 The Supplier shall check assembled Orders against picking documentation for correct product, batch, quantity, temperature and expiry date before the Order is sealed for despatch.

13.8 The Supplier shall ensure each Order is clearly labelled, with the storage instructions, stating that the order contains chilled Vaccines and should be appropriately stored.

13.9 Upon completion of packaging and labelling a Despatch Note for use by nominated person at the Designated Sites shall be produced, containing information including but not limited to:

13.9.1 Order number;

13.9.2 Order destination address;

13.9.3 Order despatch date;

13.9.4 location that order was despatch from;

13.9.5 Vaccine stock code;

13.9.6 Vaccine description;

13.9.7 Quantity;

13.9.8 Batch Number;

13.9.9 Expiry date;

13.9.10 number of packages with which the delivery comprises; and

13.9.11 temperature.

13.10 Any machine readable labels should also have the same information in alpha-numeric form.

13.11 The Supplier shall ensure that despatch operations occur within, in the appropriate temperature-controlled environment and any applicable regulatory approval as applicable to the relevant Goods and as detailed in the relevant SOP. Cold chain requirements must be met at all times.

13.12 Once removed from the freezer the Vaccine shelf life is limited as set out in the manufacturer's requirements, including in accordance with the Vaccine Characteristics and Requirements, the MHRA authorisation for the relevant Vaccine, the relevant SOP(s) and the QTA. At the point of withdrawal from the freezer, the remaining shelf life for the Vaccine should be recorded (including the date/time thawed and the expiry date/time). The secondary packaging (original or that used for Packdown) must be labelled and retained.

14 TRANSPORTATION

14.1 The Supplier may deliver more than one type of Vaccine or other medicine in one vehicle subject to ensuring that specific Vaccines or other medicines are identifiable, kept separate and that packaging is clearly labelled with Vaccine or other medicine name, batch number and other identifiers so that the risk of mixing is mitigated

14.2 The Supplier will provide a temperature controlled and regulatory compliant transport solution, utilising owned/leased/subcontracted assets.

14.3 Temperature records must be kept of all vehicle journeys where Goods are in transit.

14.4 Vehicle tracking systems are required to support the chain of custody for all Goods.

14.5 All deliveries of Vaccines shall be undertaken in 2 to 8°c degree temperature-controlled vehicles in accordance with the relevant Vaccine Summary of Product Characteristics, handling requirements, the MHRA authorisation for the relevant Vaccine, the relevant SOP(s) and the QTA requirements.

14.6 The Supplier may, with the prior written approval of the Authority and subject to compliance with the QTA, use passive temperature control methods, such as transit containers for the

transport of Goods. In this case the Supplier shall provide the Authority full details of any methods of maintaining Vaccines at the required temperature throughout transportation.

14.7 All vehicles should be secure and have solid walls. Curtain sided vehicles must not be used.

14.8 Vaccines will be delivered using sufficiently secure vehicles suitable for making urban deliveries, i.e., Vans or vehicles with tail lifts if large commercial delivery vehicles are used.

15 DISTRIBUTION

15.1 All Orders will have a scheduled delivery date and time.

15.2 The Supplier shall deliver the Order within the delivery window specified for that Order.

15.3 The Supplier shall register on the WMS the date and time of actual despatch of Goods.

15.4 The Supplier shall use routing and scheduling processes which are system driven using industry leading software that is readily available on the open market.

15.5 The main delivery window is between 0800-1830 Monday to Friday. It is the responsibility of the Supplier to make acceptable delivery arrangements (other than the delivery window) with each Designated Site for acceptable delivery times.

15.6 Deliveries may be required on Saturday, Sundays and bank holidays on a case-by-case basis.

15.7 All deliveries must be made on the scheduled delivery date and by the delivery time agreed with the Designated Site.

15.8 If the Supplier is unable to achieve the scheduled delivery date or time:

15.8.1 the Supplier must notify the Designated Site, Crown Dependency or Overseas Territory, the Authority and National Operations Centre as soon as is possible and not less than 1 hour before the time the delivery was due;

15.8.2 any alternative delivery arrangement must be agreed to the Authority and Designated Site's, Crown Dependencies or Overseas Territories satisfaction; and

15.8.3 any alternative delivery should adhere to Vaccines transit times as set out in Annex.

15.9 Delivery drivers should have the ability to make pre-delivery telephone calls to Designated Sites if required by the Authority.

15.10 Supplier systems are required to capture the delivery success performance and electronically communicated order status back to the Authority systems.

15.11 A non-investigative event shall be recorded in the event of a failed delivery and actions documented and implemented as necessary; in the event a pattern of non-investigative events is identified a quality incident report shall be raised in order to establish root cause and to identify, and implement, suitable Corrective and Preventative Actions (CAPA).

15.12 The Suppliers delivery driver upon arrival at the Designated Site, will inform the healthcare professional or an individual competent in the handling and storage requirements of vaccines receiving the delivery, that temperature sensitive Goods are contained within the order and that the package requires immediate refrigeration between the range of 2°C to 8°C unless set out in the manufacturer guidance/requirements.

15.13 A signed proof of delivery receipt is required for each customer order and must contain the following information, electronic recording is acceptable:

15.13.1 clear identification of the person receiving the order including printed first name and last name;

15.13.2 signature of receiving person;

15.13.3 date and time of signature capture;

15.13.4 consignment details;

15.13.5 driver name and route details;

15.13.6 remaining shelf life of Vaccine; and

15.13.7 temperature of Vehicle at point of delivery.

15.14 The proof of delivery must trigger a signal back to the Authority that the stock has been transferred out of the Warehouse and to that Designated Site and update corresponding inventories.

15.15 The handling of Goods at the Designated Site must be handled in two separate journeys with Consumables being offloaded and delivered first followed by Vaccines

15.16 All delivery drivers will be fully trained, licenced and qualified to undertake their duties as required. The Supplier must ensure the suitability of drivers used to deliver Goods to Designated Sites.

15.17 The frequency and size of deliveries may vary over time.

15.18 Vaccines must be transported in 2 to 8 °C temperature in appropriate temperature-controlled vehicles to:

15.18.1 NHS Trust-led Community Vaccination Centres;

15.18.2 Primary Care Network vaccination Centres;

15.18.3 care Homes;

15.18.4 community Pharmacies;

15.18.5 detained estates locations;

15.18.6 private sector vaccination facilities;

15.18.7 NHS Trusts; and

15.18.8 MOD sites which are identified as Designated Sites by the Authority.

15.19 The Supplier's van routes may include drops to different Designated Sites. Detailed scheduling of routes is to be done in line with key principles, site requirements and constraints and GDP.

16 RECALL

16.1 The Authority or the manufacturer may require a batch recall process to include but not be limited to:

16.1.1 collecting Goods that have been distributed to Designated Sites; and

16.1.2 providing assistance in the return of Goods to UKHSA/ the manufacturer.

17 EMERGENCY ORDERS

17.1 Emergency Orders may be required by the Authority from time to time.

17.2 Unless otherwise advised by the Authority the Supplier must deliver Emergency Orders within 24 hours of receipt of the instruction.

17.3 The Supplier will bear the cost of any Emergency Order arising directly from the act or omission of the Supplier to include but is not limited to the following causes:

17.3.1 delivery of the wrong Goods and/or Quantity;

17.3.2 incorrect assembly of the Order; and

17.3.3 damage to Goods occurring whilst in the custody of the Supplier;

17.3.4 In the event of vehicle breakdown;

17.3.5 Failure to conduct a delivery on the published day of delivery.

18 WASTE AND DISPOSALS

18.1 There will be no returns of unused Goods back to UKHSA or the Authority. All returns, where applicable, will be disposed of.

18.2 The Supplier shall be responsible for any waste management of Goods that need to be disposed of at their Site(s) in accordance with the QTA and manufacturer's instructions. The Supplier is not responsible for clinical waste management at Designated Sites.

18.3 From time to time, there will be a requirement to dispose of Goods. This may be due but not limited to, obsolescence, quality, and expiry. Disposals requests will be communicated by the Authority in writing and will include details as below: For the avoidance of doubt the Authority will bear the cost of any disposal requests:

18.3.1 Product Code/ identity;

18.3.2 description;

18.3.3 reason for disposal; and

18.3.4 quantity.

18.4 The Authority will notify the Supplier whether the relevant Goods should be:

18.4.1 returned to or brought back by the relevant manufacturer;

18.4.2 sold and or delivered to a third party;

18.4.3 destroyed or otherwise disposed of by the Supplier; or

18.4.4 a combination of the above.

18.5 Within ten (10) Business Days of receipt of a disposal instruction being served the Supplier shall provide to the Authority a written estimate of:

18.5.1 the cost of disposal and/or destruction of Goods.

18.6 The Authority shall notify the Supplier whether it agrees or disagrees with the Supplier's estimate and:

18.6.1 if the Authority agrees with some or all of the Supplier's estimate an instruction to the Supplier to proceed with some or all of the activities will be made;

18.6.2 if the Authority does not agree with any part of the estimate provided the Authority may, at its option;

18.6.3 requests the Supplier to revise its estimate;

18.7 All disposals must be completed within one week of authorisation being provided; where this is not possible, for example reasons outside of the suppliers control, Supplier shall notify the authority.

18.8 The Supplier is responsible for and will ensure that all such disposal activity and transactions are carried out in accordance with current regulatory and manufacturers guidance.

18.9 Documentary evidence of disposal must be kept for 7 years following the end of the contract.

18.10 Goods for disposal will be stored in quarantine conditions until such time as they are disposed of.

18.11 Transaction audit trail for all Goods disposals must be maintained for Audit purposes.

19 STAFFING

19.1 The Supplier is required to have a suitably qualified and accredited Responsible Person in accordance with the requirements of the QTA, the relevant SOP(s) WDA, and MIA. The Supplier must undertake all necessary pre-employment checks.

19.2 All staff utilised to deliver this service will be:

19.2.1 appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence; and

19.2.2 vetted in accordance with Good Industry Practice.

19.3 The Supplier is required to ensure that it has a sufficient number of skilled and trained employees to deliver the Services.

19.4 The Supplier is required to employ a suitably qualified and experienced Account Manager, The Supplier shall provide details of the Account Manager to the Authority and shall not replace the Account Manager without the prior written consent of the Authority.

19.5 If the Supplier and the Authority deems that provision of the Services requires dedicated staff, then this shall be agreed in writing and none of these individuals can then be used for any other purpose than providing the Services unless otherwise agreed with the Authority in advance in writing.

19.6 Only staff suitably trained and competent in the relevant SOPs may perform activities involving dry ice, cool packs and cool box packing procedures.

20 REPORTING REQUIREMENTS

20.1 Management information reports are a contractual obligation and are required to be delivered in the format, frequency and to specified recipients of the Authority.

20.2 From time to time the Authority may require changes to the management information, format or frequency or recipients. In such instance, the Authority will give the Supplier as much notice as is reasonably practicable of such changes.

21 IT CAPABILITY AND COMPETENCE

21.1 The Supplier will provide robust and stable IT capability and competence to manage the delivery of the service in line with their contractual obligations. This includes but not limited to integration capability as specified by the Authority

21.2 The Supplier will maintain a system uptime (available and accessible) to meet the Key Performance Indicators as specified in the contract.

21.3 The Supplier will report any system faults, downtime or other incursions upon the capability and competence of the IT service or infrastructure to the Authority within two hours of the occurrence.

ANNEX A

VACCINE DESCRIPTIONS

The below Vaccine descriptions are correct as of [08/02/2023] but may be subject to change.

All vaccines must be handled in accordance with the Manufacturer's Guidelines and Published Summary of Product Characteristics (SmPC). All of the SmPC can be found by searching the MHRA website https://www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency and typing in the name of the vaccine.

		Frozen	Thawed	Frozen Storage	Thawed Storage	Other Storage	Transport	Allowable	Vials	Doses
		Shelf Life	Shelf Life	Temperature Range	Temperature Range	Temperature Range	Temperature Range	Transport Time	Per Box	Per Vial
Manufacturer	Vaccine									
Pfizer	Comirnaty 30	18 months	30 days	-90 °C to -60 °C.	+2° and +8° C	N/A	+2° and +8° C	48 hours	195	6
Pfizer	Comirnaty 10	18 months	10 weeks	-90 °C to -60 °C.	+2° and +8° C	N/A	+2° and +8° C	10 weeks	10	10
Pfizer	Comirnaty 3	18 months	10 weeks	-90 °C to -60 °C.	+2° and +8° C	N/A	+2° and +8° C	10 weeks	10	10
Pfizer	Comirnaty Bivalent BA.1	18 months	10 weeks	-90 °C to -60 °C.	+2° and +8° C	N/A	+2° and +8° C	10 weeks	10	6
Pfizer	Comirnaty Bivalent BA.4-5	18 months	10 weeks	-90 °C to -60 °C.	+2° and +8° C	N/A	+2° and +8° C	10 weeks	10	6
Moderna	Spikevax Bivalent BA.1	9 months	30 days	-50°C to -15°	+2° and +8° C	N/A	+2° and +8° C	12 hours	10	5
Moderna	Spikevax Bivalent BA.4-5	9 months	30 days	-50°C to -15°	+2° and +8° C	N/A	+2° and +8° C	12 hours	10	5
Novovax	Nuvaxovid	N/A	9 Months	N/A	N/A	+2° and +8° C	+2° and +8° C	No Restriction	10	10
GSK	VidPrevtyn Beta	N/A	12 Months	N/A	N/A	+2° and +8° C	+2° and +8° C	No Restriction	10	10

ANNEX B

LIST OF FREEZERS

	Eppendorf	(-70 oC)	Pfizer
	Model	Serial Number	Delivery Date
1	Cryocube 570	F570JL031357	23/11/2020
2	Cryocube 570	F570JL031361	23/11/2020
3	Cryocube 570	F570JL031369	23/11/2020
4	Cryocube 570	F570JL031370	23/11/2020
5	Cryocube 570	F570JL131364	23/11/2020
6	Cryocube 570	F570JL231367	23/11/2020
7	Cryocube 570	F570JL331358	23/11/2020
8	Cryocube 570	F570JL431362	23/11/2020
9	Cryocube 570	F570JL531365	23/11/2020
10	Cryocube 570	F570JL631536	23/11/2020
11	Cryocube 570	F570JL731539	23/11/2020
12	Cryocube 570	F570JL931304	23/11/2020
13	Cryocube 570	F570JL931366	23/11/2020
14	Cryocube 570	F570JP831623	30/11/2020
15	Cryocube 570	F570JP031605	30/11/2020
16	Cryocube 570	F570JP431609	30/11/2020
17	Cryocube 570	F570JP431622	30/11/2020
18	Cryocube 570	F570JP731550	30/11/2020
19	Cryocube 570	F570JP731607	30/11/2020
20	Cryocube 570	F570JP831611	30/11/2020
21	Cryocube 570	F570JP031608	30/11/2020
22	Cryocube 570	F570JP231603	30/11/2020
23	Cryocube 570	F570JP431610	30/11/2020
24	Cryocube 570	F570JP131612	30/11/2020
25	Cryocube 570	F570JP431552	30/11/2020
26	Cryocube 570	F570JP931614	30/11/2020
27	Cryocube 570	F570JP631604	30/11/2020
28	Cryocube 570	F570JP931602	30/11/2020
29	Cryocube 570	F570JP231615	30/11/2020
30	Cryocube 570	F570JP531613	30/11/2020
31	Cryocube 570	F570JL531689	23/11/2020
32	Cryocube 570	F570JL831387	23/11/2020
33	Cryocube 570	F570JL831363	23/11/2020
34	Cryocube 570	F570JL131388	23/11/2020
35	Cryocube 570	F570JL431386	23/11/2020
36	Cryocube 570	F570JL031382	23/11/2020
37	Cryocube 570	F570JL631381	23/11/2020
38	Cryocube 570	F570JL331383	23/11/2020
39	Cryocube 570	F570JL313385	23/11/2020
40	Cryocube 570	F570JL731360	23/11/2020
41	Cryocube 570	F570JK231305	23/11/2020
42	Cryocube 570	F570JL631368	23/11/2020
43	Cryocube 570	F570JK831301	23/11/2020
44	Cryocube 570	F570JL331371	23/11/2020
45	Cryocube 570	F570JO331548	30/11/2021
46	Cryocube 570	F570JO031551	30/11/2021
47	Cryocube 570	F570JO031547	30/11/2021
48	Cryocube 570	F570JO731549	30/11/2021
49	Cryocube 570	F570JO631522	30/11/2021
50	Cryocube 570	F570JO031526	30/11/2021
51	Cryocube 570	F570JO331524	30/11/2021
52	Cryocube 570	F570JO431527	30/11/2021
53	Cryocube 570	F570JO231521	30/11/2021
54	Cryocube 570	F570JO031523	30/11/2021
55	Cryocube 570	F570JO931520	30/11/2021
56	Cryocube 570	F570JO730014	30/11/2021
57	Cryocube 570	F570JO731525	30/11/2021
58	Cryocube 570	F570JP731620	30/11/2021
59	Cryocube 570	F570JP531601	30/11/2021
60	Cryocube 570	F570JP331606	30/11/2021

	Eppendorf	(-70 oC)	Pfizer
	Model	Serial Number	Delivery Date
1	F101H	F101JQ650885	Jan-22
2	F101H	F101JO950738	Jan-22
3	F101H	F101JQ850900	Jan-22
4	F101H	F101JQ650897	Jan-22
5	F101H	F101JO350698	Jan-22
6	F101H	F101JQ050889	Jan-22
7	F101H	F101JQ150763	Jan-22
8	F101H	F101JP250741	Jan-22

	HAIER	(-40 oC)	Moderna
	Model	Serial Number	Delivery Date
1	DW40L568J	BE0HQ2E0000QGNCM0013	
2	DW40L568J	BE0HQ2E0000QGNCM0006	
3	DW40L568J	BE0HQ2E0000QGNCM0001	
4	DW40L568J	BE0HQ2E0000QGNCM0016	
5	DW40L568J	BE0HQ2E0000QGNCM0015	
6	DW40L568J	BE0HQ2E0000QGNCM0012	
7	DW40L568J	BE0HQ2E0000QGNCM0010	
8	DW40L568J	BE0HQ2E0000QGNCM0014	
9	DW40L568J	BE0HQ2E0000QGNCM0007	

Schedule 3
Implementation and mobilisation

1 DEFINITIONS

1.1 The following definitions shall apply in this Schedule in addition to the definitions in Schedule 1 (Definitions and interpretation):

Implementation and Mobilisation Period	means the period commencing on or before the Commencement Date and expiring on the Service Commencement Date;
Implementation and Mobilisation Plan(s)	means the plan annexed at Annex A;
Mobilisation Charges	means the Charges identified in the Financial Model for the Mobilisation Services;
Mobilisation Milestones	the milestones listed in Annex B;
Mobilisation Milestone Dates	the dates for each Mobilisation Milestone set out in Annex B
Progress Meeting	has the meaning given to it in paragraph 3.3;
Progress Report	has the meaning given to it in paragraph 3.1.

2 IMPLEMENTATION AND MOBILISATION PLAN

2.1 The Supplier shall prepare and deliver to the Authority within fifteen (15) Working Days of the Commencement Date for the Authority's written approval an Implementation and Mobilisation Plan.

2.2 Following receipt of the draft Implementation and Mobilisation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation and Mobilisation Plan. If the Parties are unable to agree the contents of the Implementation and Mobilisation Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.3 Following receipt of the draft Implementation and Mobilisation Plan from the Supplier, the Authority shall:

2.3.1 review and comment on the draft Implementation and Mobilisation Plan as soon as reasonably practicable; and

2.3.2 notify the Supplier in writing that it approves or rejects the draft Implementation and Mobilisation Plan no later than ten (10) Working Days after the date on which the draft Implementation and Mobilisation Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft Implementation and Mobilisation Plan:

2.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

2.4.2 the Supplier shall then revise the draft Implementation and Mobilisation Plan(taking reasonable account of the Authority's comments) and shall re-submit a revised draft Implementation and Mobilisation Plan to the Authority for the Authority's approval within ten (10) Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 2.3 and this paragraph 2.4 shall apply again to any resubmitted draft Implementation and Mobilisation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.5 Once approved, the Supplier shall comply with the provisions of the Implementation and Mobilisation Plan and shall deliver the Operational Services from the Service Commencement Date identified.

2.6 The Supplier will ensure that it is able to implement its Implementation and Mobilisation Plan including deploying all resources reasonably necessary to do so.

2.7 The Supplier shall implement the Implementation and Mobilisation Plan in accordance with its terms (or as otherwise agreed in writing with the Authority).

2.8 The Authority shall be entitled to request a revised Implementation and Mobilisation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Implementation and Mobilisation Plan to the Authority within two (2) Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree). The Authority shall approve or reject any such revised Implementation and Mobilisation Plan as soon as possible following receipt and, if it rejects the revised Implementation and Mobilisation Plan inform the Supplier of its reasons for its rejection and require the Supplier to re-submit a revised Implementation and Mobilisation Plan.

2.9 The Supplier will ensure that it is able to implement its Implementation and Mobilisation Plan including deploying all resources necessary to do so and take all reasonable steps, as are necessary to enable the Services to be provided by the Service Commencement Date.

2.10 The Supplier shall perform each of the tasks identified in the Implementation and Mobilisation Plan by the applicable Mobilisation Milestone Date assigned to the particular task in the Implementation and Mobilisation Plan.

2.11 If the Supplier fails to implement the Implementation and Mobilisation Plan or fails to comply with its terms then, to the extent that such failures are remediable, the Authority may require the Supplier to follow the Rectification Plan Process.

3 REPORTING AND LIAISON

3.1 The Supplier shall, at the end of each Working Day or such other period as the Authority may specify throughout the Implementation and Mobilisation Period, send to the Authority a report detailing the Supplier's progress in implementing each element of the Implementation and Mobilisation Plans (a **"Progress Report"**) and progress towards achieving the Mobilisation Milestones.

3.2 The Supplier covenants with the Authority that all Progress Reports will be true and accurate and provide full disclosure of all relevant information.

3.3 The Authority may, on one (1) day's notice, require a meeting with the Supplier (and, if the Authority so requests, any contractor and/or other party providing services in relation to the Implementation and Mobilisation Plans) to discuss any issue arising from a Progress Report (a **"Progress Meeting"**). Where appropriate, such discussions shall also address the appropriate method of resolving any issue that is delaying the implementation of the Implementation and Mobilisation Plans, including, without limitation, appropriate changes to the Supplier's procedures, remedial action and/or a rectification plan.

3.4 The Supplier shall ensure that any Progress Meeting is attended by suitable staff of the Supplier (and, if so requested by the Authority, of any contractor and/or other party providing services in relation to the Implementation and Mobilisation Plans) consistent with the issues to be discussed.

3.5 The Supplier shall ensure that, where a Progress Meeting is called, it provides (or procures that the relevant party provides) all such information as the Authority may reasonably require in relation to the issues to be discussed at the Progress Meeting.

3.6 No notice or report on the part of the Supplier or comment or mission to comment on the part of the Authority whether under this Schedule or otherwise under this Agreement shall in any way affect any of the duties, responsibilities or liabilities of the Supplier whether under this Agreement or otherwise.

4 DELAYS

4.1 If, at any time, the Supplier becomes aware that it will not (or is unlikely to) be able to comply with the Implementation and Mobilisation Plan and/or fails or is likely to fail to achieve a Mobilisation Milestone or otherwise becomes aware that there will be, or is likely to be, a circumstance affecting the Supplier's ability to procure that it will be able to commence the Services on the Service Commencement Date, the Supplier shall as immediately, but in any event within one (1) Working Days give notice to the Authority in writing specifying:

4.1.1 reasons for the failure to achieve the Mobilisation Milestone or other relevant delay;

4.1.2 details of the circumstances from which the failure to achieve the Mobilisation Milestone or other delay arises;

4.1.3 details of the consequences (whether direct or indirect, financial or non-financial) which such failure or other delay may have upon the Supplier's ability to procure that that it will be able to commence the Services on the Service Commencement Date; and

4.1.4 details of any measures which the Supplier proposes to adopt to mitigate the consequences of such failure or other delay.

4.2 In respect of any delay affecting the Supplier ability to procure that that it will be able to commence the Services on the Service Commencement Date the Supplier shall

4.2.1 take and continue to take all reasonable steps to eliminate or mitigate the consequences of such delay upon the Supplier's ability to commence the Services on the Service Commencement Date; and

4.2.2 shall not be entitled to any extension of time nor be otherwise relieved from liability under this Agreement (unless any such delay is caused by a Force Majeure Event).

4.3 If the Supplier fails to procure that the Services are commenced on or before the Service Commencement Date the Authority shall be entitled to procure services equivalent to the Services from an alternative supplier for the duration of the period from the Service Commencement Date until the date on which the Supplier commences the Services and to recover the following costs from the Supplier:

4.3.1 the amount invoiced by the alternative provider for the provision of services equivalent to the Services; and

4.3.2 the administrative costs of the Authority incurred in relation to the rearrangement of service provision,

provided that the Authority shall only be entitled to procure, and the Supplier shall only be required to pay for, the same number and type of Services as would have been available to the Authority under the Agreement had the Supplier commenced Services on the Service Commencement Date.

5 MOBILISATION CHARGES

5.1 The Supplier shall only become entitled to invoice the Authority for Mobilisation Charges upon commencing Operational Services. If the Supplier does not commence Operational Services then it shall not be entitled to invoice the Authority for Mobilisation Charges. There shall be no payment of Mobilisation Charges prior to the commencement of Operational Services.

Annex A
Implementation and Mobilisation Plan

REDACTED

Annex B
Mobilisation Milestone and Mobilisation Milestone Dates

REDACTED

Schedule 4
Performance Management, Key Performance Indicators and Service Credits

Part 1
Performance Management

1 The objective of the Performance Management regime (as defined below, with Service Reports, Performance Indicators and Key Performance Indicators) is to ensure that the Services consistently meet the minimum requirements, standard and quality expected by the Authority and to facilitate continued improvements in the quality and consistency of Services.

Part 2
Definitions

1 In this Schedule the following definitions shall apply in addition to the definitions in Schedule 1 (Definitions and interpretation):

Critical Service Failure means the Supplier incurs a KPI Failure across any of the KPIs over 3 consecutive Reporting Periods;

Excusing Cause means any of the following:

(a) a Force Majeure event;

(b) any actual defectiveness in or natural deterioration of the Goods (save where such actual defectiveness in or deterioration is as a result of any negligence or failure of the Supplier to perform its obligations under this Agreement);

(c) any acts or omissions of the Authority, its employees, agents or subcontractors to perform its obligations under this Agreement;

(d) in relation to a particular delivery, a failure to deliver on time to a Designated Site where:

(i) the Authority gave less than 48 hours' notice of its request for that delivery of Goods to that Designated Site; and

(ii) the total number of Designated Sites to be delivered on that day is >30% higher than the number of Designated Sites forecasted by the Authority for that day; or

(e) where on time delivery to a Designated Site is delayed or missed due to a delay by a previous Designated Site in signing a proof of delivery for the Goods (where that delay is not as a result of any act or omission of the Supplier) and the Supplier is therefore unable, due to such delay, to meet subsequent deliveries On Time.

Incentive Payment means the sums payable to the Supplier for exceeding one or more of the KPI Targets calculated in accordance with paragraph 4 of Part 5 of this Schedule 4;

Key Performance Indicators (KPIs) means the key performance requirements against which the Supplier's performance of the Services is to be measured during the Term and which have Service

	Credits and/or Incentive Payments associated with them as set out in Annex A to this Schedule 4;
KPI Failure	a failure to meet the KPI Target in respect of a KPI;
KPI Target(s)	means the performance standards applicable to the Key Performance Indicators above which Incentive Payments are payable and below which Service Credits are payable as set out in Annex A to this Schedule 4;
KPI Thresholds	means the minimum performance standards applicable to the Key Performance Indicators as set out in Annex A to this Schedule 4;
Performance Indicators (PIs)	means the performance requirements against which the Supplier's performance of the Services is to be measured during the Term without any Service Credits and/or Incentive Payments associated with them as set out in Annex A to this Schedule 4;
PI Targets	means the performance standards applicable to the Performance Indicators above which performance exceeds the desired level and below which it does not meet the desired level as set out in Annex A to this Schedule 4;
PI Thresholds	means the minimum performance standards applicable to the Performance Indicators as set out in Annex A to this Schedule 4;
Reporting Period	means the reporting period over which each KPI is measured as set out in Annex A to this Schedule 4;
Service Credits	means the sums payable by the Supplier for failure to meet one or more of the KPI Targets calculated in accordance with paragraph 3 of Part 5 of this Schedule 4;
Service Period	means a period of a calendar month;
Service Reports	means the ad hoc reports that the Supplier is required to deliver as part of the Services in accordance with Part 4 of this Schedule 4;
Service Points	in relation to a KPI, the points that are set out against the relevant Key Performance Indicator in the table in Annex A of this Schedule 4.

Part 3
General KPI requirements

1 The Supplier will deliver the Service Reports in accordance with Part 4 of this Schedule 4.

2 The Supplier will measure and report its performance against the PIs and KPIs as frequently and in such detail as is set out in this Schedule 4 using such measurement and monitoring tools as are sufficient to ensure that performance is accurately measured.

3 If the performance of the Services falls below the KPI Targets, the Charges will be adjusted by the Service Credits in accordance with Part 5 of this Schedule 4.

4 If the performance of the Services exceeds the KPI Targets, the Charges will be adjusted by the Incentive Payments in accordance with Part 5 this Schedule 4.

5 If the performance of the Services falls below a PI Threshold (a **"PI Serious Failure"**), that PI may be re-categorised as a KPI such that if performance then subsequently falls below the threshold as a KPI, the Charges will be adjusted by the Service Credits in accordance with this Schedule 4.

6 The Authority may take such steps as it deems reasonably necessary to monitor the performance of the Services by the Supplier.

Part 4
Service Reports

1 The Supplier will provide the Service Reports set out in Annex C of this Schedule 4 in accordance with the frequency set out in Annex C of this Schedule 4.

2 The Supplier will be solely responsible for ensuring the accuracy and timeliness of all Service Reports submitted to the Authority.

3 The Supplier will keep appropriate documents and records in relation to the Services being delivered and the other requirements to be satisfied and provide prompt access to such records to the Authority upon the Authority's request (**"Records"**). The records and documents of the Supplier will be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

4 In addition to the requirement in paragraph 3 of this Part 4 above to maintain appropriate Records, the Supplier will provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier and the calculations of the amount of Service Credits for any specified period.

5 The Supplier will ensure any reports and summaries produced in accordance with this Schedule 4 and any other document or record reasonably required by the Authority are available to the Authority electronically or online and capable of being printed.

Part 5
Performance requirements

1 GENERAL

1.1 The objectives of the Service Credits are to incentivise the Supplier to ensure that the Services consistently meet the minimum requirements, standards and quality expected by the Authority and provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Service for which it has contracted to deliver.

1.2 Annex A of this Schedule 4 sets out the Performance Indicators, Key Performance Indicators and the PI and KPI Targets and Thresholds for the elements of the Services, the performance of which the Parties have agreed to routinely measure. The Supplier agrees to measure and report the PIs and KPIs on a daily basis by way of the reports referred to in paragraph 1.1 above (unless otherwise stated in Annex A).

1.3 The Supplier will monitor its performance of each of the elements of the Services by reference to the relevant PIs, KPIs and PI/KPI Targets and Thresholds and will send the Authority Service Reports in accordance with the requirements of Part 4 of this Schedule 4 (including a version appropriately completed of the KPI tool provided in Annex B of this Schedule 4 each month).

1.4 Without prejudice to the Supplier's obligation to provide the Services in accordance with any other requirements set out in this Agreement the Supplier will provide the Services in accordance with the PI and KPI Targets and Thresholds.

1.5 If the level of performance of the Supplier of any element of a Service during a Reporting Period:

1.5.1 exceeds the target in respect of each KPI, an Incentive Payment shall be payable to the Supplier;

1.5.2 falls below the target in respect of each KPI, a Service Credits will apply in respect of that element of the Service;

1.5.3 falls into either the AMBER or RED thresholds and is therefore a PI or KPI Failure, the Supplier will be required to provide a report to the Authority outlining the reasons for the non-performance and the steps that the Supplier intends to take to remedy the performance for the next Reporting Period and the Authority may require the Supplier to provide a Rectification Plan in accordance with 0 (Rectification plan process) of this Agreement;

1.5.4 falls into either the AMBER or RED thresholds for a KPI and is therefore a KPI Failure, the Supplier may incur Service Credits, based on Service Points, in accordance with paragraphs 2 and 3 below. Where the relevant KPI Failure continues beyond the first Reporting Period, Services Points will accrue and be calculated in accordance with paragraph 3.2 below; and/or

1.5.5 constitutes a Critical Service Failure, the Authority will be entitled to terminate this Agreement due to material breach of this Agreement (such breach shall be deemed not to be capable of remedy) pursuant to clause 25.2.2 of this Agreement.

2 SERVICE POINTS

2.1 The number of Service Points that shall accrue to the Supplier in respect of any KPI Failure in any Reporting Period shall be on a sliding scale to reflect the Supplier's performance. The applicable number of Service Points for a KPI Failure in any given Reporting Period shall be calculated as follows:

P = KSP x ((UT – AP) ÷ (UT – LT))

where

P = the total number of Service Points accruing in respect of the relevant KPI Failure

KSP = the number of Service Points stated in Annex A as accruing for the relevant KPI in the AMBER or RED threshold (as applicable depending on the AP)

AP = the Supplier's calculated actual performance for the relevant KPI during the relevant Reporting Period

UT = a sum equal to the figure listed in the green column in Annex A for the appropriate KPI

LT = a sum equal to the figure listed in the red column in Annex A for the appropriate KPI

2.2 If a KPI Failure occurs in respect of the same KPI in any two consecutive Reporting Periods, the second and any subsequent such KPI Failure shall be a **"Repeat KPI Failure"**.

2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as calculated in accordance with paragraph 2.1 above.

3 SERVICE CREDITS

3.1 Service Credits payable for any Service Period shall be calculated by reference to the number of Service Points accrued in each Reporting Period that falls within the Service Period.

3.2 For each Reporting Period that falls within the relevant Service Period:

3.2.1 the Service Points accrued in each Reporting Period shall be converted to a percentage deduction from the Charges for that Reporting Period on the basis of one point equating to a 1.0% deduction in the Charges for the Reporting Period;

3.2.2 the total Service Credits applicable for each Reporting Period shall be calculated in accordance with the following formula:

SC = TSP × X × AC

where:

SC = the total Service Credits for the relevant Reporting Period;

TSP = the total Service Points that have accrued in the Reporting Periods for the relevant month;

X = 1.0%; and

AC = the total Services Charges payable for the relevant Reporting Period (prior to deduction of applicable Service Credits or addition of applicable Incentive Payments).

3.3 Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance against the KPI Targets and Thresholds.

3.4 The Authority will use the performance reports provided by the Supplier to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Reporting Period.

3.5 Service Credits are a reduction of the Charges payable in respect of the Services and do not include VAT. The Supplier will set-off the value of any Service Credits against the appropriate invoice in accordance with the provisions of Charging and invoicing) of this Agreement.

4 INCENTIVE PAYMENT

4.1 Where the Supplier's level of performance in relation to a KPI exceeds the target, the Supplier shall be entitled to the payment of an Incentive Payment. The payment of an Incentive Payment will be calculated by reference to Incentive Points and shall be on a sliding scale which will increase in line with the Supplier's performance from the target to 100%.

4.2 The number of Incentive Points that shall accrue to the Supplier where there is no KPI Failure in any Reporting Period shall be on a sliding scale to reflect the Supplier's performance. The applicable number of Incentive Points in any given Reporting Period shall be calculated as follows:

IP = (ISP x ((UT – AP) ÷ (UT – LT)))

where

IP = the total number of Incentive Points accruing in respect of the relevant KPI performance

ISP = the number of Incentive Points stated in Annex A as accruing for the relevant KPI in the green category

AP = the Supplier's calculated actual performance for the relevant KPI during the relevant Reporting Period

UT = a sum equal to the figure listed in the green column in Annex A for the appropriate KPI

LT = a sum equal to the figure listed in the red column in Annex A for the appropriate KPI

4.3 The number of Incentive Points that shall accrue to the Supplier in respect of performance on a KPI that is a Repeat KPI performance above target shall be calculated as follows:

IP = P x 2

where:

IP = the number of Incentive Points that shall accrue for the performance of the KPI; and

P = the applicable number of Incentive Points for that KPI performance as calculated in accordance with paragraph 4.2 above.

4.4 Incentive Payment shall be calculated by reference to the number of Incentive Points accrued in the relevant Reporting Period within any one Service Period as above. For each Service Period:

4.4.1 the total Incentive Points accrued in the relevant Reporting Period shall be converted to a percentage of the Charges payable for that Service Period (prior to inclusion of any Incentive Payments or deduction of any applicable Service Credits) on the basis of one point equating to 1.0% of Charges payable for that Reporting Period (prior to the inclusion of any applicable Incentive Payment or deduction of any applicable Service Credits); and

4.4.2 the total Incentive Payments applicable for each Reporting Period shall be calculated in accordance with the following formula:

IP =TIP × X × AC

where:

IP = the total Incentive Payment for the relevant Service Period;

TIP = the total Incentive Points that have accrued in the Reporting Periods for the relevant month;

X = 1.0%; and

AC = the total Services Charges payable for the relevant month (prior to inclusion of any applicable Incentive Payment or deduction of any applicable Service Credits).

5 EXCUSING CAUSE

5.1 Where the Supplier has failed to provide the Services in accordance with the PIs and/or KPIs (a **"Supplier Non-Performance"**) and can demonstrate that the incidence of Supplier Non-Performance would not have occurred but for an Excusing Cause, then each such incidence of Supplier Non-Performance shall be disregarded and not included in any calculation of the Supplier's compliance with the relevant PI or KPI.

5.2 In order to claim the relief referred to in paragraph 5.1 above, the Supplier must give the Authority written notice (a **"Excusing Cause Notice"**) of each Supplier Non-Performance together with reasons for the Supplier Non-Performance as soon as reasonably practicable (and in any case within two (2) Working Days) of becoming aware of the Supplier Non-Performance.

5.3 Following the receipt of a Excusing Cause Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Excusing Cause and whether it agrees with the Supplier's assessment set out in the Excusing Cause Notice as to the effect of the relevant Excusing Cause and its entitlement to relief, consulting with the Supplier where necessary.

5.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Excusing Cause, including the duration and consequences of any delay or anticipated delay.

5.5 If a dispute arises as to whether a Supplier Non-Performance would not have occurred but for an Excusing Cause and/or the nature and/or extent of the relief claimed by the Supplier, either Party may refer the Dispute to the Dispute Resolution Procedure.

Annex A
Performance Indicators and Key Performance Indicators

No	KPI	Purpose	Definition of measurement	KPI Threshold (for the avoidance of doubt, KPI Threshold will be met if level of performance does not fall within AMBER or RED)			Reporting Period
				TARGET (UT)	AMBER	RED (LT)	
KPI 1.	Delivery on Time in Full (OTIF)	All Customer Orders Delivered on time in full.	Number of Order Lines ordered by Customers and delivered on time (within +/- 1 hour of booking time) and in full without subsequent Customer claims received relating to shortages, overages, damages or mislabeled in each case caused by the Supplier's breach of this agreement versus the total number of Lines ordered by Customers Unit of measurement: Order Lines	>99% **Incentive Points (ISP) – 1.5**	99% to 95% **Service Points (KSP) – 2**	95% or less **Service Points (KSP) – 4**	weekly
KPI 2.	No Loss of Vaccine in Warehouse	To minimise loss or damage to Vaccine while in the Supplier's site and storage locations.	Units of Vaccine damaged whilst in the Supplier's Warehouse due to the Supplier's breach of this Agreement versus total units of Vaccine received into the Supplier's Warehouse. Unit of measurement: doses of Vaccine	>99.95% **Incentive Points (ISP) – 1.5**	99.95% to 99.5% **Service Points (KSP) – 2**	99.5% or less **Service Points (KSP) – 4**	weekly
KPI 3.	No Loss of Vaccine in Transport	To minimise loss or damage to Vaccine while in transit with the Supplier to	Units of Vaccine damaged whilst in transit between the Supplier's Warehouse and Customer(s) due to the Supplier's breach of this Agreement versus total units of Vaccine transported	>99.95% **Incentive Points (ISP) – 1.5**	99.95% to 99.5% **Service Points (KSP) – 2**	99.5% or less **Service Points (KSP) – 4**	weekly

		delivery destinations.	Unit of measurement: doses of Vaccine				
No	**PI**	**Purpose**	**Definition of measurement**	**PI Threshold (for the avoidance of doubt, PI Threshold will be met if level of performance does not fall within AMBER or RED)**			**Reporting Period**
				TARGET (UT)	**AMBER**	**RED (LT)**	
PI 1	No Loss of Consumables (Goods other than Vaccine) in Warehouse	Purpose: To minimise loss or damage to non-Vaccine stock while in the Supplier's site and storage locations	Units of Consumables (Goods other than Vaccine) damaged whilst in the Supplier's Warehouse due to the Supplier's breach of this Agreement versus total units of Consumables (Goods other than Vaccine) stored in the Supplier's Warehouse. Unit of measurement: eaches of Consumables (Goods other than Vaccine).	>99.95%	99.95% to 99.5%	99.5% or less	weekly
PI2	No Loss of Consumables (Goods other than Vaccine) in Transport	To minimise loss or damage to non-Vaccine while in transit with the Supplier to delivery destinations.	Units of Consumables (Goods other than Vaccine) damaged whilst in transit between the Supplier's Warehouse and Customer(s) due to the Supplier's breach of this Agreement versus total units of Consumables (Goods other than Vaccine) transported. Unit of measurement: eaches of Consumables (Goods other than Vaccine).	>99.95%	99.95% to 99.5%	99.5% or less	weekly

PI 3.	Correct vaccine orders	To ensure that sufficient vaccine is ordered to fulfil Customer Orders	Percentage variance in vaccine (doses) and required consumables ordered via Immform from UKHSA on time versus the required doses of vaccine and consumables required to fulfil Authority Orders in full and on time.	>99%	99% to 95%	95% or less	Weekly
PI 4.	Customer Service Response Time	To provide a responsive customer service for order receipt and processing and issue and query resolution.	Percentage variation in actual customer service responses within target times versus agreed customer service response time targets within 24 hours/one working day.	>99%	99% to 97%	97% or less	Weekly
PI 5.	Timely and Complete Reporting	To provide all reports required by the Authority complete and on time.	Percentage variance in reports provide complete and on time versus the required number of reports to be provided complete and on time.	>99%	99% to 95%	95% or less	weekly
PI 6.	Cost efficiency (fixed costs)	To provide efficiency and VfM to the Authority	Percentage variation in fixed cost per drop from initial position (=100%)	<100%	100%-105%	>105%	monthly
PI 7.	Cost efficiency (Variable Costs)	To provide efficiency and VfM to the Authority	Percentage variation in fixed variable per drop from initial position (=100%)	<100%	100%-105%	>105%	monthly
PI 8.	Economic inequality	To promote a resilient and	The proportion of spending (%) and absolute amount spent locally in the Supplier's supply chain over time.	Rather than setting firm targets the Authority will work with the Supplier to consider the Supplier's baseline and plans for local supply chain spend in			every 6 months

		sustainable supply chain		the context of the Services provided under this Contract, and monitor progress against these plans.	
PI 9.	Equal opportunity: reducing workforce inequality through training	To reduce inequality by developing new skills	Number of hours of training provided for relevant segments of the workforce experiencing employment disadvantage	Rather than setting firm targets the Authority will work with the Supplier to consider the Supplier's baseline and plans for provision of training for segments of the workforce experiencing employment disadvantage in the context of the Services provided under this Contract, and monitor progress against these plans.	every 6 months
PI 10.	Equal opportunity: reducing workforce inequality through employment	To reduce inequality by employing those with greater challenges to work	Number of people employed from segments of the workforce experiencing employment disadvantage	Rather than setting firm targets the Authority will work with the Supplier to consider the Supplier's baseline and plans for employment of individuals from segments of the workforce experiencing employment disadvantage in the context of the Services provided under this Contract, and monitor progress against these plans.	every 6 months
PI 11.	Fighting climate change	To reduce CO2 emissions	Net reduction in CO2 emissions over time (for example from minimising waste to landfill, o reducing fuel and energy consumption).	Rather than setting firm targets the Authority will work with the Supplier to consider the Supplier's baseline and plans for reducing CO2 emissions in the context of the Services provided under this Contract, and monitor progress against these plans.	every 6 months

Annex B

KPI Tool

NOTE TO BIDDERS*: The KPI tool is attached. It is set up to function as explained in the INSTRUCTIONS tab. Bidders can familiarised themselves with the operation of the tool, and how it will be used to record performance and calculate Services Credits and/or Performance Incentives during the term of the Agreement. The tool is fully functional as provided, although it requires the confirmation of the agreed margin for the successful bidder to finalise it at contract award for subsequent operation during the term of the Agreement.*

20230207 SPL KPI tool tender version..

Annex C
Service Reports

Daily – fields to contain as a minimum

Note – these are for all products in your scope – vaccines and non-vaccine consumables

- Current Inventory (to support in management of stock-out risk) to be distributed by 0600 each day, as a minimum includes:
  - Product Code
  - Product Description
  - Quantity (separate fields for on-hand, held/quarantined with associated reason, allocated, available to order)
  - *Note: where appropriate this must include all SKUs, including glucose, anaphylaxis kits (community and standard), and sodium chloride (currently, glucose and sodium are missing from daily extracts)*
- Receipts / Inbound within last period (for supplier payment purposes), by 0600 each day as a minimum includes
  - Date & Time Receipted
  - Product Code
  - Product Description

- Quantity

- Outbound within last period (for confirming to customers when queries are raised), by 0600 each day as a minimum includes
  - Order number for fulfilment tracking
  - Designated Site ID
  - Designated Site (Site Name, Address 1, 2, 3, City, Post Code)
  - Delivery Method (e.g. SPL vehicle or 3rd Party)
  - Date & Time Dispatched
  - Product Code
  - Product Description
  - Quantity
- To-date Order Fulfilment Report (all orders received), to identify failures early, and confirm delivery to customers
  - Order Number
  - Order Received Date & Time
  - Status "Rejected Order", "In Progress", "Dispatched", "Delivered", "Failed Delivery, re-attempting", "Failed Delivery, to be discussed"
- Number of deliveries within the last period by status (inc. failures and issues)
  - Count of drops (number of)
- Incident log (Inc. daily operation observations - resolutions or Authority issues)

Suggested Daily Distribution:

Weekly – 24 hrs. prior to the meeting - Distribution as above

- Action log
- Observation Log – identifies any specific issues with order data transfer, data quality issues and any delivery issues
- Monthly KPI Report
- Customer Calls – Issues/complaints/Authority issues
- Resource utilisation (Inc. any staffing issues, vehicle utilisation tracker)

Monthly – 4 days prior to the meeting DistributionRisks/Issues log – identifies and programme and service risks

- Invoice - enable review and agreement of any costs and service credits/incentive
- Monthly KPI report – Aggregation of weekly reporting
  - Monthly - delivery performance
  - Monthly - orders received orders met

Schedule 5
Insurance requirements

Part 1
General

1 OBLIGATION TO MAINTAIN INSURANCES

1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the **"Insurances"**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

1.2 The Supplier:

1.2.1 shall achieve each and every requirement detailed in Annex 1; and

1.2.2 shall ensure that Insurances are maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers who are:

1.3.1 of good financial standing;

1.3.2 appropriately regulated; and

1.3.3 of good repute in the international insurance market.

1.4 Where specified in Annex 1 the Supplier shall ensure that the relevant policy of insurance:

1.4.1 shall contain an indemnity to principals clause under which the Authority and UKHSA shall be indemnified in respect of claims made against the Authority or UKHSA in respect of all matters arising out of or in connection with the Services and for which the Supplier is legally liable; and

1.4.2 names the Authority as co-insured for its separate interest with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

2 GENERAL OBLIGATIONS

2.1 Without limiting the other provisions of this Agreement, the Supplier shall in addition to notifying the Authority shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware;

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party;

2.1.4 ensure that the insurances contain a clause waiving the insurers' subrogation rights against the Authority, UKHSA and their employees and agents;

2.1.5 provide for non-vitiation protection in respect of any claim made by the Authority or UKHSA as co-insured in accordance; and

2.1.6 be and remain liable for the cost of any increase in insurance premiums attributable to the Supplier's acts or omissions, whether under this Agreement or otherwise.

3 FAILURE TO INSURE

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances and the Supplier shall indemnify the Authority in respect of any losses incurred as a result of any such failure.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier payment of which may be by way of set-off or any other means.

3.3 Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve the Supplier of its liabilities and obligations under this Agreement.

4 EVIDENCE OF INSURANCES

The Supplier shall upon the Commencement Date and within 5 Working Days after the renewal or replacement of each of the Insurances, provide evidence to the Authority, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5 CANCELLATION

5.1 Subject to paragraph 5.2, the Supplier shall notify the Authority in writing at least 30 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

5.2 Without prejudice to the Supplier's obligations under paragraph 4, paragraph 5.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

6 INSURANCE CLAIMS

6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

6.2 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium and shall provide evidence to the Authority that the premiums payable under the insurance policies have been paid.

6.3 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

Annex 1

1 During the Term and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies :

1.1 third party public and product liability insurance with a limit of at least ten million pounds (£10,000,000) in respect of one occurrence;

1.2 property damage insurance with a limit of not less than the total reinstatement or replacement value of the Goods;

1.3 business interruption insurance (to cover the economic additional expenditure necessarily and reasonably incurred for the purpose of providing suitable alternative storage for the Goods, including transport and relocation costs) with a limit sufficient to cover the sums for the Term;

1.4 motor liability third party insurance with a limit of at least ten million pounds (£10,000,000) for claims arising from a single event or series of related events in a single calendar year; and

1.5 employer's liability insurance with a limit of at least ten million pounds (£10,000,000) for claims arising from a single event or series of related events in a single calendar year (or the amount stipulated by law, if higher).

1.6 Goods in transit insurance with a minimum limit equivalent to that recommended by the Road Haulage Association.

Schedule 6
Supplier's Tender Response

Alloga UK: T1a Response

Alloga UK has a total of [redacted] warehouses, the warehouse which the current vaccine contract operates from is [redacted]. The warehouse has full access control from external car park barriers through to internal doors and has a comprehensive CCTV system in place, and the vaccine area is further access controlled.

The current covid vaccine contract operates within a dedicated secure area and our proposal is to continue to utilise this area alongside a small expansion if Alloga are successful in this tender. This consists of ambient controlled working space and storage in the form of pallet racking, and utilising ground floor locations under the racking for the ULT freezers. Alongside a chilled area which has a dedicated pod. The total area is presently the equivalent of [redacted] controlled ambient and chilled pallet spaces.

Please see Appendix T1a fig1 showing current zones utilised and future expansion if successful.

We have allocated a fixed area equivalent to racking holding [redacted] pallet spaces for chilled pack-down activity within the fridge, as this is conducted at floor level by operatives with throughput calculated based on current forecasts. However, as you will see from the appendix diagram additional connected fridge zone already exist should there ever be a need to increase this area.

In total the fridge in [redacted] pallet spaces remaining.

The ambient storage profile forecast based on seasonality would mean a peak volume of ambient consumables of around [redacted] pallet spaces, dropping to very few spaces outside of campaigns.

Volume fluctuations in excess of forecast could easily be accommodated because [redacted] warehouse total capacity is [redacted] ambient pallet locations.

[redacted]

For the majority of clients, we operate [redacted] as effectively a single warehouse, and in fact the MHRA even consider this a single site and have one site ID across both facilities.

Alloga UK have a range of storage capabilities and our [redacted] warehouses total [redacted] pallet spaces covering ambient controlled, chilled, frozen, controlled drugs, aerosol, hazardous, ULT and cryogenic storage types. See Appendix fig 2.

Across our campus of [redacted] warehouses totalling [redacted] we have the same systems, processes, MHRA and GDP certifications, SOPs etc. so that across our campus we can balance volume fluctuations in outbound, inbound or storage volumes in an unparalleled way.

In addition to our vast storage portfolio, we are also well versed in managing various demand peaks across our [redacted] clients, and roughly half of the entire branded prescription medicines, as well as sizeable profile of animal health, over the counter and generics medicines and healthcare products. We collaborate closely with clients to forecast, plan and manage busy periods of the year. We have many ways of managing demand peaks which include:

- Working with clients to ensure careful planning of seasonal events and to ensure all parties are aligned
- Voluntary daily overtime work – paid according to our employees
- Voluntary weekend work – paid according to our employees
- Variable peaks and lows in volume overall balance for the year due to our wide range of 168 clients with different products and markets
- Alloga has extensive experience in handling peak month-end volumes, Christmas and Easter high volumes
- Alloga team members are trained in various departments in order to support staff shortages
- Alloga has multiple sites, and all activities are controlled by standard operating procedures, so we are able to reallocate staff to different sites to support with peaks
- We have established relationships with local agencies which can provide temporary workers when necessary

Due to Alloga's experience in the healthcare and pharmaceutical logistics sector at pre-wholesale and being part of the same group as Alliance Healthcare the UK's largest pharmaceutical wholesaler, we believe we are an ideal future partner for NHSE as evidenced by our response to the pandemic, often bridging the gap and expanding the service we provide for NHSE.

Also, within the ambient controlled zone, there is an area specifically to hold Ultra Low Temperature (ULT) freezers. The area currently accommodates [redacted] ULT freezers, but the expansion area marked in orange in Fig 1 [redacted] freezers.

Vaccines which require storage within these freezers is received into this zone on receipt and is decanted from dry ice shippers directly into the ULT freezers for storage. The ULT freezers are owned by the Authority at present but will pass to the SPL as part of this tender. Servicing and maintenance are organised by Alloga with Eppendorf, the manufacturer, which would continue.

Alloga UK: T1b Response

Alloga UK has robust and established processes and procedures in place for the handling and management of pharmaceuticals, vaccines and consumable items, including validated storage and transportation temperature requirements, from the point of receipt through to delivery to the customer.

Alloga UK is the UK's leading pharmaceutical pre-wholesaler with experience and capability handling high volumes of medicinal and healthcare products across multitude of temperatures including ultra-low temperature (ULT -70°C), frozen (-20 °C), refrigerated (2 °C to 8 °C), ambient (15 °C to 25 °C) and cryogenics.

Alloga has proven experience of storing and handling products at ULT, chilled and ambient conditions for UKHSA/NHSE since 2020, in addition to distributing about [redacted] of the UK flu vaccines every year and a large proportion of the UK's medicines, demonstrating the expertise and infrastructure to handle ambient products via our own warehouse and active multi temperature fleet. Where required we automatically split ambient and refrigerated parts and deliver them on the same vehicle due to the multi-temperature moveable bulkhead. Alternatively, orders can be packed into validated chilled or ambient passive packaging solutions and transported at ambient temperatures, particularly extreme geographies.

[redacted]

For the vaccines managing receipt within defined time limits is critical to maintaining product integrity. Our processes ensure swift and timely receipts, by staffing each of the receipt sub-steps so they can be completed in parallel, in a similar way to a formula 1 pit-stop crew complete several actions simultaneously whilst under the supervision of a timekeeper. Alloga handles the removal and disposal of dry ice, and the disposal, recycling or return to the supplier of the packaging received with nothing going to landfill.

Alloga WMS is [redacted] which is one of the industry leading WMS systems globally. Alloga have operated this system since 2005, so we are very experienced in its operation across our business. This same system is also recognised by the NHS as a leading player because we understand NHS supply chain will be moving to this same system in the imminent future.

The WMS interacts with other core systems, specialised in the function being performed.

Appendix T1b Fig 1 has a diagram of the core systems, as well as the developer/manufacturer.

Some of the core features of the WMS and core systems this interacts with are:

- Full traceability by product, batch, specific receipt, expiry, or user
- FEFO as standard
- Product and transaction barcode scanning and traceability from receipt to delivery
- Stock status at product, batch or specific location level
- QC hold functionality default and ad hoc
- Volume and pick based instructions
- Product type, temperature specific rules
- User level controls and access levels
- System driven counts, perpetual, count after pick, inbound 4 eyes principle etc.

Our robust inventory accuracy is driven by high count activity. We conduct around [redacted] million counts every month, and achieve [redacted] accuracy levels.

Orders are typically interfaced to our WMS on a day one for day three basis and next day, same day and out of hours emergency services are available.

The WMS and planning systems automatically interact.

Consignments (loads) of orders are shipped from the WMS when the order is loaded onto the planned. Post shipment, order delivery is tracked, monitored and managed until a proof of delivery (POD) is obtained.

Whilst the current process through Foundry links Consumables and Vaccines together into a single order. Part of our vision for the future supply chain model would be to offer the Authority a number of options which we believe could improve efficiency and end-user flexibility.

Consumables are high volume as a proportion of the overall order, and are typically manufactured in pack sizes which often do not align with typical vaccine dose orders.

The consumables also do not have shelf life or travel restrictions in the same way as vaccines, which allows them to be handled in a less frequent bulk manner.

The Authority could offer end-user site the ability to order consumables independently as required, or not at all.

This could be achieved either through modifications to Foundry, or alternatively Alloga are able to offer to build a bespoke ordering platform, and we have experience of building IT platforms such as our Partner Portal 3.

Building on this optional development, Alloga could partner with our parent company Alliance Healthcare to deliver consumables in the future expansion of our vaccine delivery as they are extremely experiences in the last mile delivery to hospitals, pharmacies and more.

We will explain more about the benefits of this option later on in connection to supporting potential Additional Services.

Alloga UK: T1c Response

Alloga UK holds MIA, ManA and GMP for Contract Packing (Co-Pack) operations, processing 60 million units annually and is located on site reducing transportation requirements.

Alloga UK provides the highest quality service, with [redacted]. Our team's combined experience of over 85 years and our clients wide ranging requirements means that we have the scale and experience to upscale and downscale, such as during COVID vaccine booster campaigns.

For NHSE, we provide various vaccine Co-Pack and have sourced labelling to cope with ULT of various types/sizes. We have conducted activity covering pack down requirements for both east and west, showcasing our ability to provide a flexible comprehensive solution.

The GMP Line is a segregated area; with mesh partitions and approved by the MHRA. All staff undertaking the activity are GMP trained and are trained in the required procedures. All activity is recorded via Batch Record, documentation required by QA following completion. Each batch record has a unique reference (L number). This reference is added as a suffix to the original batch number, recorded systemically and via labelling, providing traceability of repackaging activity (in the event of a product recall).

Prior to new activity a line clearance is performed. Stock is removed from the ULT freezers to the GMP Line via a systemic relocation transaction. The transaction is recorded in Alloga UK WMS (validated to GAMP standards), providing the time and date at which stock was removed from freezer temperatures. The removal of the stock from the freezer is timed and overseen by the Quality Department.

Required labels are produced utilising a validated printer; the expiry date / time is taken from the relocation transaction time (as detailed above). The label is approved by QA (and the approval documented within the batch record). The manufacturer batch / expiry is checked ensuring that the new expiry date / time does not exceed the manufacturers batch / expiry. Only the required number of labels

are printed for the activity, therefore, there are no surplus labels. If labels are damaged, additional labels are printed, and this is documented within the batch record.

For Pack down activity, vials are removed from bulk packs and placed into the pack down box – designed with an insert with placement for the required number of vials only (reducing the risk of the incorrect number of vials). The approved label is placed onto the box as required; the process also used for bulk thaw activity. In-Process Control checks are performed during the repackaging. Reconciliation is undertaken at the end of the activity (where reconciliation limits are 100%). Photographs are taken of the activity.

The batch record and associated records (photographs, temperature data etc) is reviewed by the QA and shared with the Alloga UK Qualified Persons who will issue a Certificate of Release; confirming rework is compliant with EU GMP requirements, regulatory requirements and in accordance with the Finished Product Specification. Stock is systematically released following QP Certification.

Alloga UK: T2 Response

Alloga UK have currently delivered over [redacted] million doses of COVID vaccine to [redacted] sites. We provided storage, transport and delivery through a dedicated fleet of vehicles to achieve the stringent requirements of the vaccine.

We're part of the AmerisourceBergen group of companies, which includes Alliance Healthcare who we currently utilise as strategically located out-bases for our vans, enabling a hub and spoke distribution arrangement for both Covid vaccine distribution, but this arrangement is the normal operation for all of our parcel deliveries. Maximising final mile capabilities by enabling Alloga van drivers to depart from strategically located hubs where Alloga vehicles are housed and maintained. Allowing primary trunking to out-base on Alloga HGV fleet and a cross dock operation at out-base.

For this tender given the current requirements for spring boosters, evergreen and weekly ordering capability commitments, we envision operating [redacted] vehicles September to December, dropping down to [redacted] vehicles during the rest of the year to cover base demand, such as spring booster, evergreen etc.

Appendix T2, Fig 1 shows our projected vehicle spread geographically based on the ITT requirements including travel restrictions, KPI stipulations etc. and based on our working knowledge of the Covid vaccines in the East of England, plus our routine delivery coverage of medicines year-round and annual flu vaccines across the entire UK.

Most of the fleet would be based at Alloga South Normanton, Derbyshire. Further vehicles would be based at Alliance Healthcare Service Centres within the UK dependent upon delivery point distance and density.

Alloga UK is able to stand up/down vehicles seasonally for Flu vaccines and effectively plan around seasonal peaks, having achieved timely commissioning of the high specification vehicles, fit-out with the required equipment for temperature control, telematics etc. fully validated and GDP ready in time for the seasonal deliveries.

Please see Appendix T2 Fig 1 for vehicle types and benefits.

The COVID Vaccines currently contain a range of restrictions such as travel time restrictions of 12 hours on Moderna vaccine, and an OTIF KPI of >99% within 1 hour of planned ETA, healthcare professional delivery receipt, redirection process, fixed delivery schedules etc.

Alloga has a proven track record of succeeding with all these requirements since 2020, using a fleet of dedicated vehicles for the Authority, and a dedicated planner who overlays the system held restrictions such as transit times, opening/closing times of sites, and geographical spread of vans and daily orders, legal driving hours, vehicle fill etc.

The routes are built by the planner using the system, which always ensures system rules are monitored and enforced.

This dedicated service has brought a range of benefits such as a OTIF KPI of 99.99%, one of which is the ability to respond quickly to changes in delivery schedules and designated sites successfully. This expands past our designated area, often covering gaps outside of the original territory responding to needs of end-users.

For deliveries routed through out-bases, trunking time is factored into the allowable transit time. The trunking element consumes between 3-4 hours of the 12 hour allowable transit time for the out-base fleet. In order to monitor the transit times and ensure deliveries don't exceed the overall 12 hour window, delivery times vs Service Centre departure times are monitored daily.

Monitoring and tracking of the fleet, is managed using the Microlise Transport Management Centre. This includes driver performance, e.g. harsh braking, quick acceleration, speeding and route adherence.

In terms of temperature monitoring, all vehicles are fitted with an independent temperature monitoring device (Transcan) alerting the driver to any temperature deviation via an audible alarm.

The temperature alert will also be displayed in the Microlise system alerting the traffic office. The alert must be cleared by the traffic office by detailing the action(s) taken.

All deliveries are monitored via the Microlise system and the user will see a delivery site displayed highlighted when the ETA is greater than 30 minutes versus the planned arrival time.

The Alloga Customer Care Team is informed of any order(s) that are displaying as running outside of an agreed delivery window. Alloga will communicate the detail of the situation via the preferred method to the Authority.

Any failed deliveries will be reported directly to the Authority whilst the driver is on site. The delivery driver will wait for an agreed time period whilst the delivery point issue is escalated, and a potential resolution determined. If the delivery is still unsuccessful despite escalation, the driver will take instruction from the Authority to deliver to an alternative site on the pre- planned route or within the local area.

Once all the deliveries are completed, the proof of delivery (POD) detail is interfaced, and a full report is made available to the Authority. On time delivery performance based on planned versus actual delivery time is monitored and gathered daily, with the detail made available to the Authority as required.

Full track & trace from order to delivery is provided via Alloga UK's market leading Partner Portal.

All temperature controlled vehicles are subject to an initial suite of qualification activities to ensure that GDP critical aspects of each vehicle are operating as expected. Includes verifying:

- Temperature control and monitoring equipment is correctly configured
- Correct temperature excursion alarm parameters set
- Reviewing calibration records for quality critical equipment (temperature probes)
- Static testing (parked) temperature controls in both empty and loaded vehicles
- Dynamic testing (on the road) of the temperature controls in loaded vehicles
- Testing of the temperature excursion alarms

Once a vehicle is approved for use by QA it is subject to ongoing maintenance and servicing in accordance with the manufacturers' recommended service requirements; service schedule and records are maintained by Alloga UK.

Temperature control and monitoring equipment is also subject to repeat calibrations at 6 monthly intervals with each calibration being subject to QA review; in the event a calibration failure is identified this is assessed by QA in order to ensure that any patient safety risks are identified and that appropriate actions, including escalation to the Authority, are performed.

Alloga UK: T3 Response

As Alloga UK is a leading pre-wholesaler logistics provider with large scale UK wide capabilities, we are well versed in the implementation of new clients and with our previous experience with NHSE we envisage a smooth transition to a single logistics provider for the entirety of England. Our existing core service covers the whole of the UK so an expansion to cover the West of England plus 13,000 pharmacies is well within our capabilities.

Since go-live, Alloga UK have proven our extensive capabilities with the delivery of over 59 million vaccines and KPI's over 99.99%. We have mobilised a dedicated service with vehicles and staff members to ensure a high-quality service. This dedicated model has also been able to flex depending on the needs of NHSE, for example in 2021 following a government decision to move the target from 1.5 months to 2 weeks for the vaccination of all adults, where Alloga responded successfully within hours.

Alloga UK have a pallet capacity of [redacted] With the scale associated with being the UK's leading pharmaceutical pre-wholesaler, we envision that there should be no challenges to meeting the needs of this ITT as well as potential future needs.

We're able to cover the entirety of England for the covid vaccines and the transition to a single SPL would be very low risk given that only a [redacted] increase to existing Covid fleet is required. Our wide-ranging expertise make Alloga the ideal partner for an extended Covid vaccine delivery, and Additional Services which may be required during the contract, as outlined in the other responses.

Alloga UK routinely implement clients and currently experience [redacted] new clients a year. With defined kick-off meetings and process mapped implementation plans and stakeholder management, we ensure all aspects are considered. Our exceptional in-house IT team offer second-to-none integration, able to create interfaces between any system and our own, as we have already put in place with Foundry.

Right through the process our comprehensive plans and schedules will track all action progress and measure the potential risks throughout. Collaborating with clients via regular project meetings our in-depth processes are designed to be the basis of positive long-term relationships. During implementation of new business projects Alloga UK follow a defined process with identification of risks, management of implementation and risk mitigation actions. Please see T3 Appendix Fig 1 and 2.

In the context of this tender, Alloga UK is in the fortunate position of being the incumbent for the Eastern territory and hence has already established the infrastructure, resources, people, processes, and procedures to fulfil the services required by the Programme to date.

Our dedicated account manager [redacted] would lead the mobilisation, as he has successfully achieved mobilisation of the original project and subsequent changes and demands during the contract thus far. Steve has a wealth of experience working with the NHS and Alloga and his exceptional knowledge and skills will ensure stakeholder management is second to none.

The dedicated warehousing and distribution service for the Pfizer BioNTech vaccine was mobilised in approximately 3 weeks from the end of November to 14 December 2020, the pack-down of the Pfizer vaccine by the end of December, and the handling of the AstraZeneca vaccine from the start of 2021.

If successful Alloga UK will adopt the same project lead, project management and contract management approach for a renewed contract as that to date. This integrated, as opposed to segregated management structure, will provide continuity and avoid any handover hurdle created by separate implementation and operational teams.

Regulatory approvals are already in place given Alloga is both the incumbent, and one of the largest pharmaceutical distributors in the UK.

Additional staff would be required, however across Alloga's existing employee base of [redacted] the increase of this tender is relatively minor and not anticipated to be problematic.

The usual approach is to bring in experienced staff to the vaccines work area and backfill across the organisation so that staff training and experience can be achieved in other areas of the business.

Alloga has proven capability to respond to sudden large-scale increases in demand, and one of the advantages we have is our campus of operations as shown in T1a, which has both scale and proximity advantages, given all bar one site are within a mile or so of each other.

Every day each warehouse analyses workload and because all warehouses use the same standardised systems, processes, SOP's and equipment, we are easily able to move staff around campus to cope with peaks and troughs effortlessly, and for vaccines specifically we cross-train for surge contingency as outlined in BCP answer.

Alloga UK: T4 Response

Alloga UK have delivered over [redacted] million doses of Covid vaccines. Across our core business we cover all UK sites of healthcare such as care homes, hospitals, pharmacies and retailers who stock healthcare products. Additional requirements could also be supported by Alliance Healthcare, our parent company who are the number one supplier to community pharmacies in England.

[redacted]

As the market leading Healthcare & Pharmaceutical logistics provider our multi-user environments supports over [redacted] clients including over [redacted] of the top-50 pharmaceutical companies down to small speciality businesses. We currently engage with all of our manufacturers regularly to ensure we stay one step ahead of the industry needs and developments.

Alloga has a robust BCP, and ISO 2301 Business Continuity Management able to cope with surge demands as explained in T8a.

An example of when our robust procedures for managing peaks worked well was with Alloga UK's work on the Covid-19 vaccines contract: We have always planned for and had the capability of meeting peak demand, utilising personnel resources within other areas of the business when not required for vaccine distribution, and vice versa calling in extra resources when the vaccine demand required. Many of our processes are aligned allowing for the redeployment of people. We also cross train from other areas of the operation on vaccine specific process which allows us the ability to swiftly bolster the operating capability of the vaccine team as/when required. This has resulted in performance exceeding all KPIs across the life of the contract with 99.99% delivered on time in full (T4 Apprendix – Fig 1).

In addition to achieving the requirements set out in the ITT we believe by working collaboratively with the Authority during this contract, and leveraging Alloga's vast expertise in the industry we could unlock significant efficiency benefits.

For example:

Currently Moderna vaccine is the only vaccine type which has <48hours travel time restriction. However, as we have seen with Pfizer vaccine, as time progresses and stability data becomes available to the manufacturers, the travel time and shelf-life restrictions have been extended.

If the Authority were able to work with vaccine manufacturers to increase the 12-hour travel time restrictions to 48 hours or above this would reduce the number of vans by approximately [redacted].

For comparison, normal operations for core fleet deliveries of medicines and other vaccines across the UK do not usually have travel time restrictions or specific booking time for parcels, delivery is made on the agreed day without a fixed time +/-1hour.

In addition, extending the shelf life in 2-8°C and adopting Flu vaccine ordering process; pre-planned months in advance and a primary delivery per site, plus top-up as required.

This would unlock the ability to co-deliver Flu and Covid vaccines together in a single pre-planned delivery.

Combining Flu and Covid vaccines and consumables would only require approximately an additional 18 vehicles on top of the allocation for this tender and core fleet. [redacted]

We believe this could be taken a step further still:

Because the covid vaccine future is likely to be mRNA frozen it's most practical to continue with separate consumables rather than pre-filled syringe as per Flu vaccine.

We could offer a blended approach whereby consumables could be ordered separately by vaccination sites to suit their needs, given this doesn't require special storage and pack sizes are typically bulk packs.

We explained in T1b the potential ordering platform options to achieve this.

If orders for vaccines and consumables were separate, we could utilise Alliance Healthcare for a significant proportion of consumables deliveries.

This would free up additional capacity for vaccines on the dedicated vehicles, and because of our moveable bulkhead we are easily able to increase the proportion of vehicle in chilled or ambient conditions to make optimum use of this space prioritising vaccines.

This approach combined with the other benefits explained in this section would enable a fully integrated Flu and Covid co-delivery, which we believe could be achieved using very few additional vehicles, and some relatively minor additional cost through Alliance Healthcare. Which is astounding considering for such a small incremental increase, we could deliver not just covid vaccines but also all England Flu vaccines together, achieving not just delivery efficiency but a fully integrated co-delivery of Flu and Covid vaccines.

We based this analysis on existing Flu & Covid vaccines handled and assumptions about the West of England Covid vaccines, and we would need to explore fuller data with you to shape this idea during the course of the contract.

Alloga UK: T5a Response

Alloga UK operates in accordance with GDP and GMP requirements and has a history of maintaining high levels of regulatory compliance, the company holds ISO:9001, ISO 12301, ISO:14001 and ManA and MIA. Alloga UK operates a separate quality function with the necessary independence and authority to make decisions that ensure quality and compliance is maintained. All quality critical activities are defined in standard operating procedures and employees are trained in those procedures with repeat training performed where necessary (e.g. procedural updates). Internal audits are performed to ensure compliance to our procedural requirements as well as compliance to applicable standards of GDP, GMP and ISO 9001.

The Alloga UK Quality Management System is certified to ISO 9001 ensuring we have a standardised and repeatable approach to our operations. Our QMS uses the Q-Pulse electronic quality management system software to manage key aspects of our quality system including Quality Incident Reports (QIR), SOP reviews and internal and supplier audit requirements. The Q-Pulse system allows Alloga UK to continually monitor itself and ensure all quality data is continually renewed and re-evaluated assuring continuous improvement throughout the whole organisation.

In the event that a deviation to applicable standards of GDP, GMP and ISO 9001 occurred during the performance of the services a deviation is recorded, and the root cause determined through investigation with associated corrective actions being defined and subsequently approved by the quality function.

Whilst the company has a robust deviation management process the company also recognises that deviations are a reactive approach to ensuring and managing compliance and therefore the quality function also ensures that regulatory Quality Risk Assessments of critical processes and activities are performed. These quality Risk Assessments, performed in conjunction with process owners and subject matter experts, ensure that the risks to quality and compliance are also proactively identified and that suitable actions are taken to reduce or mitigate any such risks.

The Quality Management System incorporates all core quality and compliance activities as applicable to GDP, GMP and ISO 9001, including:

- Document management;
- Training;
- Deviation and CAPA;
- Control of documents and record; Quality Risk Management; Supplier audit;
- Internal audit and self-inspection; Calibration of quality critical assets;
- Annual quality management system review;

Furthermore, a high level of quality oversight is maintained across quality critical activities to support the business in maintaining compliance.

We also offer a variety of additional Quality services to our clients including ;

Recall management – we ensure that recall of pharmaceutical products is handled in ine with the EEC Guidelines 2001/83/EC.

Product destruction – Alloga UK have clearly defined procedures for the destruction of any item(s), which are, or have been, part of controlled inventory.

Incident analysis – Alloga UK track and manage actions generated by Quality Incidents and client and regulatory audits.

Customer complaints – Customers completes are raised through our Customer Service team, each query is logged, the problem reviewed and the reason behind the complaint investigated, then resolved.

Alloga UK: T5b Response

Inbound vaccine deliveries into Alloga are either transported in cold chain conditions (2◦C-8◦C) or in passive packaging which maintains frozen conditions of either -20◦C or -70◦C depending on the vaccine type. The inbound deliveries are made by a 3rd party who are responsible for the journey into Alloga including the temperature control and monitoring.

Vaccines transported in cold chain conditions are unloaded directly into fridge conditions, where they are checked and located in a dedicated secure area.

Alloga UK have a sophisticated process to ensure swift and timely receipts, by staffing each of the receipt sub-steps so they can be completed in parallel, in a similar way to a formula 1 pit-stop crew complete several actions simultaneously whilst under the supervision of a timekeeper. e.g. The process for

locating the vaccines into the -70◦C ULT freezer is controlled to ensure the freezer doors are only opened for a very limited amount of time in line with the equipment validation data.

All vaccines are receipted into Alloga in a restricted status with a documented process to change the status to allow order assembly following the review of the inbound journey temperatures/conditions.

All areas used to store the vaccine are qualified and monitored by permanent temperature monitoring equipment linked to the building management system. Each sensor will alarm if temperatures fall out of a specified range and the alarms are monitored 24/7. The previous day's temperatures are reviewed every working day by Alloga QA and signed by a QA Officer/Manager. All records are retained, any excursions are reported to the Authority and if necessary, a deviation is raised accordingly.

The thawing and subsequent pack down of the Pfizer vaccine takes place within the dedicated fridge pod, which is fully temperature monitored. The start of the thaw time is recorded systemically using transaction times from when the vaccines were removed from the ULT freezer. Therefore, the time and dates the vaccine is within the fridge is fully traceable.

All Alloga vans that are used to deliver the Covid vaccines are temperature controlled monitored, and have backup batteries. The temperature monitoring system links to Alloga's transport Office. If a temperature excursion is recorded there is an audible alarm within the vehicle's cab and in the Alloga Transport Office. Upon notification of this alarm, a defined process is followed to minimise the temperature excursion, including reporting this excursion to UKHSA/NHSE

In the event of a vehicle breakdown, backup batteries on vans will activate to ensure temperature is maintained.

A secondary system also records the temperature data and can produce a journey ticket.

At the end of their working day, the driver will report to the relevant central or out-based Transport Office where several checks are made including a review of the journey ticket containing all the temperature data for the deliveries made.

All temperature data is retained and readily available after the deliveries have been made if required by a site or the Authority.

Alloga UK: T6a Response

We hold ISO 22301:2019 in business continuity management systems, our Business Continuity Plans and Disaster Recovery plans are cojoined with RTO and RPOs not only defined but tested to ensure we can conform to the needs of the business.

[redacted]

[redacted]

Data integrity and audit checks are completed once per year as part of our GxP validation checks.

The WMS is validated to GAMP 4, this includes CFR21 P11 & Annex 11 assessments. Partner Portal is validated to GAMP 5, this includes CFR21 P11 & Annex 11 assessments.

We have an industry leading reporting platform (Partner Portal) which will cover all of the reporting requirements of the contract, the portal is self-service, however we can also create custom reporting where needed.

We have comprehensive reporting already setup, but should the requirements change over time, we are able to easily adapt and enhance reporting to meet the needs, as evidenced by our 168 client base including leading pharmaceutical companies, who have very high and varied requirements for reporting which we provide.

Alloga's in-house team of developers are experts at system development and integration, our existing solution for clients was developed by our expert team and they also routinely handle integration. We would have ample capability to build a new ordering platform specifically for the Authority.

As part of AmerisourceBergen, we have access to some of the largest and technologically proficient systems in the world currently used in specialised pharma by AB, Alliance Healthcare, World Courier and more.

System uptime is tracked at 99.5% and is always above this marker. Our service SLAs are as below. Each ticket is assigned a priority as follows:-

Priority 1 – Ticket relates to a critical system down.

Priority 2 – You are experiencing severe business difficulties to which there is no valid workaround.
Priority 3 – You are experiencing business difficulties to which a valid workaround can be implemented.
Priority 4 – Ticket is minor or query.

Priority Response Time (hr) Resolve Time (hr) Escalation Response Escalation Response Priority 1

Response Time (hr) Escalation 0.25

Response 0.5

Resolve Time (hr) Escalation 2

Response 4

Priority 2

Response Time (hr) Escalation 0.75

Response 1

Resolve Time (hr) Escalation 6

Response 8

Priority 3

Response Time (hr) Escalation 1

Response 2

Resolve Time (hr) Escalation 24

Response 36

Priority 4

Response Time (hr) Escalation 3

Response 4

Resolve Time (hr) Escalation 72

Response 84

Alloga UK: T6b Response

We have reviewed the integration requirements set out in the contract document (Schedule 23) and can confirm that Alloga UK already have the interfaces specified in place with NHSE. Alloga UK worked with the NHSE delivery partners on the original implementation of these interfaces and have improved them over time by adding additional checks for duplication, error trapping and validation to ensure that the data received does not corrupt our processing. For the original Covid vaccines set up, Alloga UK worked with NHSE partners on the design and implementation providing advice and feedback to ensure that the process was as robust as possible, while implementing the interfaces within the 2 week delivery window that was required at the time.

Master data is refreshed and re-integrated with each order, therefore there is no concern over customer / site master data management. Alloga's data silo approach allows us to manage NHSE data separately using your reference numbers, and hence there are no look-ups or translations in place and master data alignment is much easier.

Any interface errors are monitored and reported by the contract manager, usually within an hour of the error being received. This has proved invaluable and has captured many errors in the NHSE data and processes, which has meant Alloga has been able to report issues in a controlled manner and correct them without any service impact.

Our integration platform also allows for more modern integration services which would allow us to work together to improve integration over time and improve the end user experience.

Below lists Alloga's integration capabilities.

Our preferred method for communication is using AS2 and XML idocs, although we can integrate and communicate in the methods mentioned below.

- Integrate - SAP IDOCS - XML - Fixed Files - Delimited Files - X12 EDI - EDIFACT EDI - Tradacoms EDI

- Communicate - VAN - Http (s) - AS2 - FTP(s) - SFTP - SMTP
- Encrypt - Encrypt data up to AES 256 bit
- Notify - Automatic notification of any errors and management of interfaced data

We have [redacted] clients and majority have interfaces; we have a highly experienced team of integration developers in France under the European arm of Alloga. Our experience not just across the UK, majority of the pharmaceutical & healthcare market, but across our European and global footprint, means we have the ability to connect with virtually any system, future proofing the relationship with the NHS. Our existing partner portal with NHS already has functionality to facilitate order placement in the event of interface failure, as well as interactive reports back to enable the NHS to manage stock and outbound transactions.

Given our experience, we can also propose to build an ordering platform for the NHS to replace Foundry with additional customisation and benefits

Alloga UK: T7a Response

All Alloga personnel are trained in their responsibilities for managing the personal information of our clients, customers, suppliers, and employees as necessary to ensure compliance to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Alloga's responsibilities include but are not limited to; Informing all Data Subjects of how their data will be used before Alloga UK use or share it, maintain a record of all ways in which Alloga UK processes Personally Identifiable Information (PII), ensure staff are aware of the rights of a data subject, maintain a documented process for dealing with a data breach and ensure any third parties protect data compliantly.

Alloga UK operate a company wide training system which assigns the relevant courses to each individual. To ensure all individuals are sufficiently up to date with training, our system issues personal reminders to each individual and their managers. Upon completion of each training exercise, individuals complete a pass/fail self-assessment to ensure that the content has been understood. Managers within the business also have stringent training KPIs for their teams which is reported to them on a monthly basis alongside through our systems. Training is assigned for new starters, upon SOP changes, refresher courses and more.

In addition to our training system, we also have training assigned from our global compliance team covering important topics such as our Code of Ethics, GDPR, Anti-Bribery & Corruption, Information Security, Interactions and Arrangements and inclusion training. These are issued from a central point within our group, however, the same processes remain in place for reminders, KPIs, training intervals and refresher courses.

Alloga UK: T7b Response

From a regulatory data standpoint, all of Alloga UK's operating systems are GAMP validated which provides assurance of operational correctness, accessibility, retrievability and that data remains in an intelligible format. This validation is tested once per year, including a review of problem tickets, changes, user access and data validity (accessible, retrievable, intelligible).

In addition to the validation and regular testing, our IT has conducted a data QRM which checked for gaps and possible data change scenarios, their causes, the controls to prevent them, their detectability

and their likelihood. The outcome of this report provided additional assurance over our current data and resulted in additional control measures or audit where needed.

Our data warehouse from which charging data is generated, is fully validated, and not only contains the summary charging data, but also all backing data needed to evidence how that charge is made up. This level of data assurance, transparency and granular detail is visible today in the data provided with the monthly invoices sent to NHSE.

We hold ISO 22301:2019 in business continuity management systems, our Business Continuity Plans and Disaster Recovery plans are cojoined with RTO and RPOs not only defined but tested to ensure we can conform to the needs of the business.

[redacted]

[redacted]

Data integrity and audit checks are completed once per year as part of our GxP validation checks.

The WMS is validated to GAMP 4, this includes CFR21 P11 & Annex 11 assessments. Partner Portal is validated to GAMP 5, this includes CFR21 P11 & Annex 11 assessments.

Regarding the data held, all internal systems are not externally accessible and are protected with AV, Proxy, Web Filtering, external and internal firewalls. Any externally facing platforms (Partner Portal 3) that contain client data have the aforementioned security, plus are protected by Incapsula (Imperva) and all data is encrypted in flight and at rest.

[redacted]

[redacted]

Alloga UK: T8a Response

Alloga takes the health and safety of our facilities and people very seriously and policies reflect this.

Our training is managed through a training system managed by our dedicated training team. Training is assigned to individuals based on job roles, systematic reminders and training KPIs are issued to managers each month to ensure they are aware of their staff's training status. Team members undertake an induction on day one, including role related risk assessments, followed by a training program relevant to their work, including H&S

Warehouses have a comprehensive monthly safety inspection by the H&S team. Issues are highlighted to site management team for correction. The issues are entered onto our system to allow issue tracking, follow-up, trend analysis, reporting and improvement opportunities.

The system captures concerns, issues, near-misses via a safety observation forms. Forms are sent to the HSE department once submitted to facilitate action or feedback.

The vaccines are stored in a designated area within a temperature-controlled warehouse. Temperatures of warehouse and vaccine freezers are monitored through an electronic building management system that highlights any issues and is linked to alarms, alerts with the quality team (see question T5b). The freezers are on a supplier maintenance plan which forms part of our PPM (planned preventative maintenance) schedule. The Facilities team are on call 24hrs to assist in rectifying any issues and to advise of any action necessary to ensure the vaccines are kept at the correct temperatures.

Alloga UK currently cover a range of temperature requirements and have built strong relationships with our local temperature control equipment who are able to respond quickly and supply any temperature controlling equipment where necessary.

As the nature of Alloga UK's business include lifesaving emergency supply product as well as vaccines our BCP is exceptional, certified ISO 22301, ss T8b will demonstrate, including backup generators for our sites, out of hours coverage etc.

[redacted]

[redacted]

Independent CCTV system records locally to a DVR secured in a steel comms cabinet, with separate server backup. [redacted]. All these measures are in addition to the original warehouse ADT maintained CCTV, level 1 intruder alarm, and Granta proximity card access control system.

Alloga UK has its own guarding team which operates 24/7 365 days from a purpose-built gatehouse in close proximity to the warehouse containing the vaccine operation and conduct frequent and randomised internal and external patrols covering the warehouse, yard and perimeter fence.

Alloga holds TAPA classification A Security certified by SGS

Alloga UK: T8b Response

Alloga UK takes a stringent approach to its Business Continuity Plan (BCP) and has obtained ISO 22301 for its Business Continuity Management Systems meaning that Alloga have shown a clear plan and understanding of identifying and managing current and future threats, taking a proactive approach to minimising the impact of incidents, keeping critical functions up-and-running during times of crisis's, minimising downtime during incidents and improving recovery time, demonstrating resilience to customers, suppliers and for tender requests.

We actively stress test out Business Continuity Plan to ensure that it is able to meet the needs of our clients and NHSE.

We have included an index view of our BCP handbook in Appendix T8b, Fig1, and certain high-level details from this plan in Fig 2-5, plus embedded file a relevant example.

We have used the wordcount permitted to explain the specific scenarios requested, but our plan extends well beyond this scope. Over 50 different specific procedures covering various scenarios and functions.

- Lack of Access ¬ which relates to sites and Goods and materials (such as assets - laptop, freezer, etc)
    1. Upon initial award of the contract Alloga's Head of Security and Loss Prevention undertook work with government security agencies to ensure Alloga's campus was suitably secure. They determined we met the requirements.
    2. These assessments were done by different agencies which include Counter Terrorism, Derbyshire Public Disorder team, Organised Crime group etc.
    3. Alloga is classified as 'Medium' risk through assessments & the security arrangements were praised.
    4. Alloga Security is briefed on 'hostile surveillance'.
    5. Alloga has been provided a 'passcode' to be quoted when contacting these Authorities in case of disruption.
    6. Also, all staff at Alloga handling incoming mail are trained on handling suspicious mail items.
    7. Contingency related to freezers and cold storage is documented in TM/BCMS/VaccineCV19.
- Lack of People relates to all issues and concerns which will impact on adequate staffing such as illness, strikes, protestors, endemic, etc.
    1. Business continuity plans documented and exercised to deal with Pandemic & Protestors (TM/BCMS/Pandemic & TM/BCMS/Protesters).
    2. The risk of loss of personnel, especially related to the Vaccines Programme is documented in business continuity plan - TM/BCMS/VaccineCV19. The mitigation measures are:
        A. COVID secure measures in place.
        B. Alloga employees have historically been granted key worker status.
        C. Multiple QPs named on the licence and working remotely.
        D. Backup staff trained due to rotation of employees working on the Programme.
        E. Household Covid testing provides quick results.
        F. Team have previously been vaccinated against Covid as eligible.
        G. VPN access for office employees.

- Lack of Infrastructure - relates not only to sites and facilities but more widely to transportation, roads, environmental conditions, etc.
    1. Alloga has documented & tested plans for adverse environmental conditions - TM/BCMS/AdverseWeather.
    2. Risks of losing infrastructure related to the Vaccines Programme (Freezers and cold storage) and the mitigation plans are documented in TM/BCMS/VaccineCV19.

3. Alloga UK: T9a Response

    4.
    5. Within Alloga UK we ensure that there is an operational structure in place to deliver the service specified to the required service levels, by analysing the activity in terms of volumes and type. Thereafter, a core team is selected from our existing workforce to ensure that we have experienced staff working on the contract from its commencement thereby ensuring the go-live, and ongoing service is successful. New team members are brought into the business to backfill those that have moved onto the new contract to ensure that our overall headcount is sufficient to handle the overall volumes and demand fluctuations.
    6. A team of dedicated drivers is established for the distribution of the COVID-19 vaccines and consumables. The existing Alloga UK COVID-19 vaccines fleet consists of 51 vehicles

based centrally at Alloga in South Normanton, Derbyshire or strategically out-based at Alliance Healthcare Service Centres in the east of England. This model can also extend to the west. We currently operate this way across the whole of the UK for medicines which allows us to consistently deliver over [redacted]

7. Drivers are on fixed term contracts of employment that reflects the contract term awarded to Alloga UK.
8. All team members are trained in operating processes which is tracked, measured, reviewed and managed through our training database. Procedures that are controlled by our Quality Management System, Q Pulse, are standard throughout all our warehouses and transportation. Team members are trained to be multi skilled and work in different areas creating the flexibility to move between activities, zones and warehouses. This enables the varying peaks and troughs to dovetail and be managed as a whole. COVID-19 vaccines activity is ring fenced, additional staff are trained in the COVID-19 vaccine specific SOPs, this approach provides the flexibility to accommodate the highly variable order volumes and retain a core capacity with the specialist skills.

[redacted]

10. Team members are predominantly permanent staff, however, 10% attend through agencies but are fully inducted and trained by Alloga. The majority of the 10% temporary staff operate under our co-pack area, for the large volume of non-licensed co-pack activity.
11. We also have a team of trained agency workers that we may use if required due to increased volumes or absenteeism allowing this 10% proportion to be increased.
12. The planned working pattern for the dedicated assembly team is principally Sunday to Thursday with 2 shifts covering the hours of 6am through to 10pm. This allows, as a contingency, to add additional days or a night shift as required to support the interfaced activity. In addition, the goods receipt and loading departments operate on a 24-hour basis between Sunday and Friday and Saturdays on demand.

Alloga UK: T9b Response

Appraisals are carried out annually for all team members and supported by monthly 1 to 1 review throughout the year. During the appraisal, a review date is agreed to discuss progress on actions agreed for either party. Using the appropriate appraisal forms, the following elements of the job are reviewed: -

Elements for Management Appraisals -

- Quality Focus
- Working Together
- Taking Responsibility
- Leadership & Team Motivation
- Achievement & Drive
- Managing Change
- Undertaking Relationship
- Customer / Client Focus
- Communicating & Influencing Operators

Elements for Operative Appraisals

- Team Player
- Self Motivation
- Communication
- Meeting Deadlines
- Working Accurately
- Warehouse Affinity

- Self Management
- Decision Making
- Coping with Pressure
- Flexibility

For each element, areas of both strength and areas for development are identified and discussed. Where appropriate, action plans are agreed to address any development needs. Target dates are agreed to either complete actions, or review progress to date on longer-term action plans.

Performance Monitoring and Maintenance:

As mentioned above, appraisals are the primary vehicle for reviewing employee performance across all roles and setting targets to resolve any performance shortfall and mobilise support for progression within Alloga. Alloga UK has a fantastic record of internal promotion and employee longevity. We always look to develop our staff and promote internally, and there are many examples where team members have progressed up through the company.

Poor Performance Management:

Warehouse and transport staff are continually monitored on their accuracy and productivity. This is undertaken through all transactions being systematically traceable to an employee through the use of RDTs, MDTs and PCs, e.g. every time an item of stock is picked, packed or moved. If an employee is persistently missing what are deemed to be acceptable levels of performance, they will be retrained and supported by their Supervisor who will create a plan to reach the levels required.

Schedule 7

Commercially Sensitive Information

REDACTED

Schedule 8
Charging and invoicing

1 DEFINITIONS

1.1 In this Schedule the following definitions shall apply in addition to the definitions in Schedule 1 (Definitions and interpretation):

Allowable Costs	the Fixed and/or Variable Costs and expenses which are agreed by the Parties as being appropriate, attributable and reasonable for the purposes of delivering the Services under this Agreement as determined by Contract Cost Register (CCR) Principles and detailed in the Financial Model. For the avoidance of doubt, the Management Fee shall not fall within the definition of Allowable Costs;
Charges	the charges payable to the Supplier by the Authority in accordance with this 0 (Charging and invoicing);
Contract Cost Register (CCR) Principles	the agreed principles outlining costs that will be considered compliant with the register of Allowable Costs that determines the acceptability of cost lines, cost units, amounts and price as set out in the Financial Model and accompanying Explanation of Cost Drivers for the Financial Model;
Cost Report	the report of costs incurred in accordance with the Financial Model and CCR in the Invoice Support Template format that shall accompany the submission of any invoice by the Supplier in accordance with paragraph 5.5 of this 0 (Charging and invoicing).;
Explanation of Cost Drivers for the Financial Model	the explanation of the operation of the cost drivers that describes how costs in the Financial Model vary with changes in vaccine supply and distribution volumes, numbers of delivery locations, etc. as set out in Annex C of this 0 (Charging and invoicing).;
Financial Model	the Supplier's financial model for the provision of the Services as amended from time to time in accordance with paragraph 5.7 of this 0 (Charging and invoicing). A copy of the Financial Model which is to apply as at the Commencement Date is set out in Annex B of this 0 (Charging and invoicing).;
Fixed Costs	the costs included in the Financial Model categorised as fixed that do not vary in relation to the volume of the Services;

Gainshare	the share of any gains in costs efficiency that the Supplier shall be entitled to in accordance with paragraph 7 of this 0 (Charging and invoicing).;
Initial Period	the period from the Service Commencement Date until the commencement of the Steady State Period.
Invoice Support Template	the template in which format the Supplier shall submit the Cost Report to accompany monthly invoices in accordance with paragraph 8.1 of this 0 (Charging and invoicing).;
Management Fee	the agreed margin which shall apply on costs and which shall be 18.5 % (percent);
Open Book Data	complete and accurate financial and non-financial information which is reasonably sufficient to enable the Authority to verify the Charges already paid or payable by reference to the Financial Model including details relating to: (a) the Supplier's costs broken down against each Service including actual expenditure including the unit cost and total actual costs of all Services; (b) operating expenditure relating to the provision of the Services including the unit costs and quantity of consumables and bought in services (including supporting evidence of the purchase price of such consumables and bought in services); **(c)** personnel resources of Supplier personnel broken down to show charging rates and their relation to underlying costs of employment (suitably anonymised where necessary).
Overspend Amount	any difference between the invoiced Charges and the True Charges calculated in accordance of paragraph 5.6 of this 0 (Charging and invoicing);
Steady State Period	the period commencing in accordance with paragraph 6.1 of this 0 (Charging and invoicing);
True Charges	the actual costs incurred by the Supplier as set out in the Cost Report in accordance with paragraph 5.6 of this 0 (Charging and invoicing).;
Variable Costs	the costs included in the Financial Model categorised as variable that vary in relation to the volume of the Services.

2 CHARGES

The Authority will pay the Charges to the Supplier in accordance with this 0 (Charging and invoicing).

3 CHARGES CALCULATION

3.1 The Charges payable during the:

3.1.1 Initial Period shall be calculated in accordance with paragraph 4 of this 0 (Charging and invoicing); and

3.1.2 Steady State Period shall be calculated in accordance with paragraph 6 of this 0 (Charging and invoicing).

4 MOBILISATION CHARGES

The Supplier shall only become entitled to invoice the Authority for Mobilisation Charges upon commencing Operational Services. If the Supplier does not commence Operational Services then it shall not be entitled to invoice the Authority for Mobilisation Charges. There shall be no payment of Mobilisation Charges prior to the commencement of Operational Services.

5 CHARGES DURING INITIAL PERIOD

5.1 The Supplier shall only become entitled to invoice the Authority for Charges following the commencement of Operational Services. If the Supplier does not commence Operational Services then it shall not be entitled to invoice the Authority for Mobilisation Charges. There shall be no payment of Mobilisation Charges prior to the commencement of Operational Services.

5.2 The Supplier will provide the Authority with forecasts (and re-forecasts) of its costs based on the Financial Model and up-to-date assumptions of delivery of the Services before the start of each month.

5.3 If the Supplier anticipates exceeding its forecasted costs during any period, then it shall notify the Authority in writing as soon as possible.

5.4 The Charges payable by the Authority in respect of each month will be calculated in accordance with the following formula:

CP = SC + (SC x MF)

where

CP: is the Charges for the month in which the formula is applied.

SC: the Allowable Costs incurred by the Supplier during the month in which the formula is applied in accordance with the Contract Cost Register.

MF: is the Management Fee.

The following is a worked example for illustrative purposes only:

Supplier Costs (SC)	£10,000
MF %	15%
SC x MF	£1,500
Charges for month (CP)	£11,500

5.5 The Supplier will provide a monthly report (in the Invoice Support Template format) within 5 Working Days of the end of each calendar month to the Authority showing the costs actually incurred by the Supplier during the previous calendar month in accordance with the Contract Cost Register and the Financial Model ("**Cost Report**"). Such reports are to include, but shall not limited to, such information reasonably necessary to support the calculation of the Charges in the previous calendar month, including the Open Book Data.

5.6 The Authority shall review the contents of the Cost Report so as to determine whether the Charges invoiced by the Supplier, are in accordance with the CCR and Financial Model. The contents of the Cost Report may be discussed at the monthly Performance Review Team meeting as described in 0 (Contract Management). If and to the extent that the actual costs incurred and invoiced by the Supplier as set out in the Cost Report are not in accordance with the Financial Model and therefore the "SC" figure used to calculate the Charges for the relevant calendar month was higher than it ought to have been, then the Charges for that calendar month shall be re-calculated using the actual costs incurred by the Supplier as set out in the Cost Report ("**True Charges**") The Authority shall be entitled to set off any difference between the invoiced Charges and the True Charges ("**Overspend Amount**") against any future invoices raised by the Supplier or, if no future invoices are to be raised, then the Supplier shall reimburse the Overspend Amount to the Authority in full within 14 days of receiving notice from the Authority that payment is due save that no such set off or reimbursement will apply to the extent that the Overspend Amount is less than ten (10) per cent of the Charges.

5.7 During the term of this Agreement the Financial Model shall be updated regularly as agreed between the Parties for consideration at the monthly Performance Review Team meeting under the Change Control Procedure. Each updated Financial Model shall be identified as a new version, dated, with a version number in consecutive sequence from the previous Financial Models for the monthly updates, and included as Annex A to this Schedule to supersede previous versions. If at any time the Supplier considers that it will incur: costs which are greater in value than ten (10) per cent of the then current costs as set out in the Financial Model; or any category of costs not set out in the Financial Model, it will notify the Authority as soon as reasonably practicable and the Parties shall seek to agree such costs. Each month during the term of this Agreement the Parties will review the Financial Model.

6 CHARGES DURING THE STEADY STATE PERIOD

6.1 At any time after the Service Commencement Date, the Parties may agree that the Services are in a suitably stable position and opt to change the mechanism used to calculate the Charges from the "Cost Plus" model described in paragraph 4 of this 0 (Charging and invoicing) to a fixed pricing and volume-based model.

6.2 In the event that the Parties cannot agree a fixed price model, the Authority may refer the matter as a Dispute to be dealt with in accordance with the Dispute Resolution Procedure set out in 0 (Dispute Resolution Procedure). In the event that the Dispute cannot be resolved in

accordance with the Dispute Resolution Procedure then the dispute shall be escalated further to the Authority's SRO Vaccine, Screening & Immunisations Deployment or whoever may hold that or such similar role from time to time) and Alloga, Senior Responsible Officer (Managing Director of the Supplier or whoever may hold that or such similar role from time to time) who shall meet to seek to resolve the Dispute.

6.3 Following any agreement between the Parties pursuant to paragraph 6.1 above, the Supplier shall as soon as reasonably practicable, calculate and propose a fixed price per drop of vaccines for the Services ("**Fixed Cost Model**") and propose this to the Authority for agreement. The Fixed Cost Model shall take account of the Charges up to the date of the request and the scope of the Services provided during that period, including the number of drops made during that period. Unless otherwise agreed between the Parties, the Fixed Cost Model will consist of the following principles (amongst other things):

6.3.1 the Supplier shall charge for the number of drops of vaccine delivered at the agreed price per drop;

6.3.2 the Supplier's charges shall be evidenced through the Financial Model which shall also include the supporting detailed calculations of the charges as a product of the volume of packs of vaccine delivered and the price per drop as well as the relation between this and Fixed Costs, Variable Costs and the agreed margin ("**Management Fee**"); and

6.3.3 while it is expected that the Supplier's charges will vary with volumes each month, changes to the Supplier's charges based on a revised fixed price per drop of vaccines delivered may also be agreed through the Change Control Procedure in circumstances where there are material changes in the requirements for the Services, including scope, number of sites, geographical coverage and/or significant changes in volumes.

6.4 Following the receipt of the draft Fixed Cost Model from the Supplier, the Parties may enter into negotiations over the draft Fixed Price Model. If the Parties are unable to agree the Fixed Cost Model, the mechanism for calculating the Charges set out in paragraph 4 of this 0 (Charging and invoicing) shall continue to apply.

6.5 Following the agreement of the Fixed Cost Model by the Parties the Fixed Cost Model will take effect from the start of the calendar month immediately following such agreement or such other date as may be agreed by the Parties.

6.6 The Parties agree that if the Fixed Cost Model is introduced into the Agreement in accordance with this Schedule the mechanism for calculating the Charges set out in paragraph 4 0 (Charging and invoicing) shall no longer be applicable and shall be replaced with the Fixed Cost Model.

6.7 The Parties agree that where the Fixed Cost Model is introduced into the Agreement, the following non-exhaustive list shall be considered by all Parties as a consequence of the change:

6.7.1 adjustments to the Charges together with any consequential amendments to the provisions of 0 (Charging and invoicing) of the Agreement; and

6.7.2 any such amendments will be agreed in accordance with the Change Control Procedure.

6.8 If the Fixed Cost Model is introduced into this Agreement the Authority acknowledges the possibility of wider changes to the Charges in circumstances where there are material changes in the requirements for the Services (including, without limitation, scope and/or significant changes in volumes) that impact previously agreed Fixed Costs. In such circumstances the Supplier may propose changes to the Charges and or a revised Financial Model for agreement by the Authority or the Authority may require that a revised Financial Model is prepared by the Supplier. For the avoidance of doubt, any such changes to the Charges and/or the Financial Model are to be agreed using the Change Control Procedure.

7 CONTINUOUS IMPROVEMENT IN EFFICIENCY AND GAINSHARE

7.1 The Supplier shall collaborate with the Authority in seeking improvements in efficiency over the duration of the Agreement. The Supplier shall where possible propose and implement measures that reduce the cost of the Services to the Authority and/or reducing CO2 emissions from the Services over time (for instance by minimising waste to landfill or reducing fuel and energy consumption).

7.2 In the event that the Parties agree to proposals by the Supplier that lead to cost efficiencies in the Services then the Supplier shall be entitled to share in the gains of such efficiencies (**"Gainshare"**) in accordance with paragraphs 7.3 and 7.4 below of this 0 (Charging and invoicing). For clarity, the Supplier shall not be entitled to Gainshare for cost reductions that result from adjustments to the costs agreed by the Parties that are not efficiencies, such as re-baselined costs reflecting revised forecasts of vaccine supply and distribution and the associated revised capacity to deliver the Services stood up by the Supplier.

7.3 The quantification of any Gainshare shall be based on the measurements against the relevant Performance Indicators (PIs) included in Schedule 4 (Performance Management, Key Performance Indicators and Service Credits):

7.3.1 PI 5. Cost efficiency (Fixed Costs) – percentage variation in fixed cost per drop from initial position (=100%)

7.3.2 PI 6. Cost efficiency (Variable Costs) – percentage variation in variable cost per drop from initial position (=100%)

7.4 In the event that the Parties agree that cost efficiencies have been generated as a result of proposals from the Supplier as measured by the relevant PIs 5 and 6, the Gainshare the Supplier is entitled to shall be:

7.4.1 for cost efficiency (Fixed Costs) – up to a 5% percentage reduction in fixed cost per drop from the initial position, a sliding scale from zero to one half (50%) of the reduction in Fixed Costs, and above a 5% reduction in Fixed Cost per drop from the initial position, a flat rate of one half (50%) of the reduction in Fixed Costs; and

7.4.2 for cost efficiency (Variable Costs) – up to a 5% percentage reduction in variable cost per drop from the initial position, a sliding scale from zero to one half (50%) of the

reduction in Variable Costs, and above a 5% reduction in fixed cost per drop from the initial position, a flat rate of one half (50%) of the reduction in fixed Variable Costs.

8 SUPPLIER INVOICES

8.1 The Charges will be invoiced monthly in arrears. Each invoice shall at all times be accompanied by reasonable supporting documentation in the Cost Report (provided in the Invoice Support Template format) to enable the Authority to assess whether the Charges due from the Authority as detailed in the invoice is property payable, including reference to the relevant version of the Financial Model and Open Book Data.

8.2 The Authority shall accept for processing any electronic invoice that complies with the European Standard for e-Invoicing, provided that it is valid and undisputed.

8.3 If the Supplier proposes to submit for payment an invoice that does not comply with the European Standard for e-Invoicing the Supplier shall:

8.3.1 comply with the requirements of the Authority's e-invoicing system;

8.3.2 prepare and provide to the Authority for approval the format of a template invoice within 10 Working Days of the Commencement Date which shall include such information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and

8.3.3 make such amendments as may be reasonably required by the Authority if the template invoice outlined in paragraph 8.3.2 is not approved by the Authority (acting reasonably).

8.4 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's e-invoicing system, or that it contains the following information:

8.4.1 the date of the invoice;

8.4.2 a unique invoice number;

8.4.3 the period(s) to which the relevant charge(s) relate;

8.4.4 the correct reference for this Agreement;

8.4.5 the reference number of the purchase order to which it relates (if any);

8.4.6 the dates between which the Services subject of each of the charges detailed on the invoice were performed;

8.4.7 a description of the Services;

8.4.8 the pricing mechanism used to calculate the Charges;

8.4.9 the total Charges gross and net of any applicable deductions, and, separately, any VAT or other sales tax payable in respect of each of the same;

8.4.10 reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relates (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);

8.4.11 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and

8.4.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

8.5 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

8.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this 0 (Charging and invoicing). Where any invoice does not conform to the Authority's requirements set out in this 0 (Charging and invoicing), the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirement.

9 PAYMENT TERMS

9.1 Subject to the relevant provisions of this 0 (Charging and invoicing), the Authority shall make payment to the Supplier of undisputed amounts within thirty (30) days of the date of receipt of the invoice by the Authority.

9.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

9.3 The Charges are exclusive of value added tax (**"VAT"**), and the Authority shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

9.4 If the Authority fails to pay any undisputed amount due to the Supplier under this Agreement by the due date for payment, then the Authority shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph 9.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10 AUDIT

The Authority shall have the option to audit the charge and expense documentation at any time following the execution of this letter of intent and up to 3 years following the expiry or termination of this Agreement.

Annex A
Contract Cost Register Principles

The baseline version of the Contract Cost Register Principles shall be as set out in the CCR tab of the embedded file at annex B .

Subsequent versions of the CCR may be agreed by the Parties via the Change Control Procedure.

As guidance the Authority has provided in the tender documentation information on the principles underpinning the CCR ("Contract Cost Register Principles") and the template for the completion of the CCR explaining how this assesses the costs proposed by bidders against the Government's Open Book Contract Management criteria to determine their allowability ("Template Contract Cost Register").

Annex B
Financial Model

The baseline version of the Financial Model shall be the version agreed by the Parties for contract signature – based on the version completed and submitted in the bid by the Supplier in compliance with the template and instructions provided by the Authority in the tender documentation and as amended following any clarification as may be necessary by the Authority during the tender evaluation process To be added on contract signature.

REDACTED

1.1 Subsequent versions of the Financial Model may be agreed by the Parties via the Change Control Procedure. (Note that changes to the Financial Model may require matching changes in the Invoice Support Template in Annex C to this 0 (Charging and invoicing) and/or matching changes in the explanation of cost drivers for the Financial Model in Annex D to this 0 (Charging and invoicing).

Annex C
Invoice Support Template

The format for the submission of supporting information for invoices (the "Invoice Support Template") shall be the version provided in the tender documentation by the Authority below.

Subsequent versions of the CCR may be agreed by the Parties via the Change Control Procedure. (Note that changes to the Financial Model in Annex B to this 0 (Charging and invoicing) may require matching changes in the Invoice Support Template.)

Cost categories			FORECAST COSTS	INVOICED COSTS			
						Evidence	
Heading	Sub-heading	Cost line	Apr-23	Apr-23	Narrative explanantion for changes >5% from forecast	Supporting calcualtions/invoice copies	Amount
Corporate Overheads	Senior management staff input	Director of Client & Customer Care			Less involvement in Programme now that forecast	Key Activities: Spring booster campaign, New vaccine prep Spikevax Bivalent BA.4-5, Multiple packdown prep	
		Director of Operations					
		Director of Quality & Tech Services					
		Director of IT					
	Other (specify detail)	Contract Manager			100% dedicated cost		
		QA Managers					
		Head of Client Accounts & Customer Care					
		Head of 3PL Commercial					
		Senior Contract Manager					
		Contract Manager out of hours			Higher number of call outs than forecast		
		Customer Care support weekend out of hours			Lower number of call outs than forecast		
Direct Management Overheads	Management staff input	Manager					
		Supervisor					
		Supervisor					
		Supervisor			Lower overtime costs than forecast		
		Supervisor					
		Management Assistant					
		Management Assistant					
	IT costs	IT Support weekend out of hours					
OPERATIONAL ACTIVITY COSTS: Inbound Handling		Goods In					
OPERATIONAL ACTIVITY COSTS: Storage/warehousing	Storage - cold chain	Chilled pallet space for Vaccines					
		Packdown activity space lost					
	Storage - ambient	Consumables pallet space			AZ, Moderna & Pfizer returned vaccine storage (7 pallet) charges, additional AV storage space (2,198 pallets) not included in reforecast		
	Separate secure space for freezers	Freezers pallet spaces & lost space due to security					
		Destruction of vaccines and consumables					
	Purchase freezers	-20 degree freezer purchase and electrical works					
OPERATIONAL ACTIVITY COSTS: Outbound Handling	Pick & pack	Inventory					
		Despatch			Stood up vaccines team		
		Loading					
		Retention bonus					
	Re-labelling	Relabelling (Pfizer pizza boxes & Moderna)			Lower relabelling and pack down requirements than forecast		
	Pack-down (including packaging)	Packdown of Pfizer baby packs					
		Packagaing - Pfizer baby packs					
		Packaging - Pfizer pizza boxes, AZ and Moderna			Timing of packaging purchases and invoicing by supplier		
OPERATIONAL ACTIVITY COSTS: Distribution/Transport	Vehicles	Van Hire			Lower number of deliveries		
		Trunking from Alloga South Normanton to Outbasess					
	Drivers	Drivers					
		Driver Training					
	Fuel	Fuel					
	Insurance	Insurance					
	Other (specify)	Van Planner					
		Vaccine Supervisor					
		Outbase vehicle and driver management					
		Microlise tracking data & Mobile phone costs					
		Snow Shoes					
		Fines & Tolls			Fine & Tolls data for April		
		Repairs & Maintenance					
SUB-TOTAL: COSTS BEFORE MARGIN							
MARGIN: Margin/Management Fee							
TOTAL INCLUDING MARGIN							
Service Credits/Incentive Payments							
Cold chain & ambient storage & GMP room cost recovery						Aprill was a 4 week month	
TOTAL INVOICED					**210 AV shipments**		

Annex D
Explanation of Cost Drivers for the Financial Model

The baseline version of the Explanation of Cost Drivers for the Financial Model shall be the version agreed by the Parties for contract signature – based on the version completed and submitted in the bid by the Supplier in compliance with the bid response to Question P1 in the pricing and evaluation criteria and instructions provided by the Authority in the tender documentation and as amended following any clarification as may be necessary by the Authority during the tender evaluation process.

Subsequent versions of the Explanation of Cost Drivers for the Financial Model may be agreed by the Parties via the Change Control Procedure. (Note that changes to the Financial Model in Annex C to this 0 (Charging and invoicing) may require matching changes in the Explanation of Cost Drivers for the Financial Model.)

Monthly invoicing will follow the same approach and metrics as currently in place, in line with CCR principles.

Given the limited word count for this question and the costs metrics being the same as current, we will give a brief overview, as detailed justifications have been previously agreed.

Each month Alloga UK will provide breakdowns by item to the Authority to give a high-level view of the costs for the preceding month. This will be supported by the production of a more detailed supporting document to break-down the activity into their constituent parts e.g. the high level view will show “Transport” costs and the supporting document will show this split between van hire, drivers etc.

Invoices will be produced and sent electronically, and meet the requirements set out in section 8.4 of Schedule 8 of the contract.

The breakdown will be at the level detailed in our financial response and supported by supplier invoices where relevant, timesheets etc.

For metrics based on working hours, these are documented on timesheets by the employee, reviewed by the relevant functional heads and ultimately the Finance Director.

Certain roles are fully fixed, such as planners, direct management and contract manager.

You will note the absence of costs next to senior management staff, whilst this is currently charged, as this contract moves more to BAU over time we felt this cost was unlikely to occur.

Out of hours support is also listed, a combination of standing and variable costs.

Limited setup costs have been included based on extending the freezer capabilities necessitated by combining one SPL, however inclusion of these costs is specifically set out in the ITT and the cost template, so we would assume the Authority would deem this follows CCR principles.

Relabelling and Packdown costs depend on Pfizer and Moderna volumes. The activity rate is based on a minimum fee per batch which ensures the activity occurs under GMP conditions and can be certified by a QP.

Transport costs are based on 60 vehicles at peak, dropping to 45 to support base demand and spring booster, using volumes indicated in the ITT phased over historical profiles etc.

Alloga have demonstrated in our work with the Authority since 2020 our ability to adapt to changing service demands. We are able to respond to changing requirement usually within the existing spend envelope. However, where changes necessitate additional costs we discuss these in the setup conversations so the NHS have visibility of the impact of changes. Always with the transparency and openness the CCR principles require, inherent in an open book arrangement such as this. These matters are discussed either ad hoc or in scheduled review meetings depending on the nature and urgency.

We periodically reforecast to provide perpetual forward visibility.

As well as additional services and costs, Alloga has proven to be a partner who brings constructive cost saving ideas to the table, as evidenced by efficiency suggestions we outlined in T4 to explain how we could deliver efficiencies for the future through collaboration.

Schedule 9
Benchmarking

11 DEFINITIONS

11.1 In this Schedule, the following expressions shall have the following meanings and shall be used in addition to the definitions in Schedule 1 (Definitions and interpretation):

Benchmark Review	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value;
Benchmarked Services	any Services included within the scope of a Benchmark Review pursuant to this Schedule;
Comparable Rates	the Charges for Comparable Services;
Comparable Services	Services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark;
Comparison Group	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
Equivalent Data	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group;
Good Value	that the Benchmarked Services are within the Upper Quartile; and
Upper Quartile	in respect of Benchmarked Services, that based on an analysis of Equivalent Data, the Benchmarked Services, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

12 USE OF THIS SCHEDULE

12.1 The Supplier acknowledges that the Authority wishes to ensure that the Services represent value for money to the taxpayer throughout the Term.

12.2 The Authority may terminate the Agreement by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraph 13 of this 0.

12.3 Amounts payable under this Schedule shall not fall with the definition of a Charges.

13 BENCHMARKING

13.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.

13.2 The Authority shall not be entitled to request a Benchmark Review during the first three (3) month period from the Service Commencement Date or at intervals of less than six (6) months after any previous Benchmark Review.

13.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.

13.4 The Services that are to be the Benchmarked Services will be identified by the Authority in writing.

13.5 Upon its request for a Benchmark Review the Authority shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Authority may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

13.6 The charges of a benchmarker shall be borne by the Authority (provided that each Party shall bear its own internal charges of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Services are not Good Value, in which case the Parties shall share the charges of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Authority.

14 BENCHMARKING PROCESS

14.1 The benchmarker shall produce and send to the Authority, for approval, a draft plan for the Benchmark Review which must include:

14.1.1 a proposed charges and timetable for the Benchmark Review;

14.1.2 a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

14.1.3 a description of how the benchmarker will scope and identify the Comparison Group.

14.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

14.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this paragraph 14.3 shall apply to any amended draft plan.

14.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

14.5 Once it has received the Approval of the draft plan, the benchmarker shall:

14.5.1 finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

(a) market intelligence;

(b) the benchmarker's own data and experience;

(c) relevant published information; and

(d) pursuant to paragraph 14.6 below, information from other suppliers or purchasers on Comparable Rates;

14.5.2 by applying the adjustment factors listed in paragraph 14.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

14.5.3 using the Equivalent Data, calculate the Upper Quartile;

14.5.4 determine whether or not each Benchmarked Service is, and/or the Benchmarked Services as a whole are, Good Value.

14.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

14.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Services and the Comparable Rates in order to derive Equivalent Data:

14.7.1 the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);

14.7.2 exchange rates;

14.7.3 any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

15 BENCHMARKING REPORT

15.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

15.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 14.4, setting out its findings. Those findings shall be required to:

15.2.1 include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;

15.2.2 if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and

15.2.3 include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.

15.3 The Parties agree that any changes required to this Agreement identified in the Benchmarking Report shall be implemented at the direction of the Authority in accordance with clause 21 (Change control).

Schedule 10
Audit

16 AUDIT RIGHTS

16.1 The Authority, acting by itself or through its audit agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier of the Supplier's obligations under this Agreement, including for the following purposes:

16.1.1 to verify the accuracy of the Charges and any other amounts payable by the Authority under this Agreement (and proposed or actual variations to such Charges and payments);

16.1.2 to verify the Charges and the Open Book Data (including the amounts paid to all Sub-contractors and any third party suppliers);

16.1.3 to verify the Supplier's compliance with this Agreement and applicable Law;

16.1.4 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

16.1.5 to identify or investigate any circumstances which may impact upon the financial stability of the Supplier or their ability to perform the Services;

16.1.6 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

16.1.7 to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;

16.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

16.1.9 to enable the National Audit Office to carry out an 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;

16.1.10 to verify the accuracy and completeness of any Service Reports delivered or required by this Agreement;

16.1.11 to review any other records relating to the Supplier's performance of the Services and to verify that the Service Reports reflect the Supplier's own internal reports and records;

16.1.12 to inspect the Supplier's service delivery environment (or any part of it);

16.1.13 to review the accuracy and completeness of the Registers;

16.1.14 to review the Supplier's quality management systems;

16.1.15 to inspect the Equipment for the purposes of ensuring that the Equipment are secure and that any register of assets is up to date; and/or

16.1.16 to review the integrity, confidentiality and security of the Authority Data.

16.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Authority may not conduct an audit of the Supplier more than twice in any Contract Year.

16.3 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier for the purposes of and pursuant to applicable Law.

17 CONDUCT OF AUDITS

17.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

17.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the audit agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

17.2.1 all information requested by the Authority within the permitted scope of the audit;

17.2.2 reasonable access to any Designated Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

17.2.3 access to the Supplier's IT systems and records relevant to the Services performed and in compliance with the Data Protection Legislation; and

17.2.4 access to Supplier Personnel.

17.3 The Supplier shall implement all measurement and monitoring tools, and all procedures necessary to measure and report on the Supplier's financial and operational performance of the Services appropriately, throughout the Term.

17.4 The Authority shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.

17.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 17, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

18 RESPONSE TO AUDITS

18.1 If an audit undertaken identifies that:

18.1.1 the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

18.1.2 the Authority has overpaid any Charges, the Supplier shall repay such monies to the Authority through the deduction of the full overpaid value from the next invoice due, or where no invoice is due, through direct payment back to the Authority, but in either case in no longer than thirty (30) days; and

18.1.3 there is an error in a Financial Model, the Supplier shall promptly rectify the error and reissue to the Authority;

18.1.4 the Authority has underpaid any Charges, the Supplier shall be able to apply the applicable Charges to the next invoice due for payment by the Authority.

Schedule 11
Rectification plan process

1 DEFINITIONS

1.1 The following definitions shall apply in this Schedule in addition to the definitions in Schedule 1 (Definitions and interpretation):

Notifiable Default	Has the meaning given to it in paragraph 2.1 of this Schedule;
Rectification Plan Failure	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in paragraph 4.1 or 5.2 of this Schedule; (b) the Authority, acting reasonably, not agreeing or rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to paragraph 5.2 of this Schedule; (c) the Supplier failing to rectify a Notifiable Default by the date specified in the Rectification Plan by which the Supplier must rectify the Notifiable Default; (d) a failure to comply with paragraph 5.3 of this Schedule; and/or (e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of one (1) month for the same (or substantially the same) root cause as that of the original Notifiable Default;
Rectification Plan Process	the process set out in this Schedule;
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.

2 USE OF RECTIFICATION PLAN PROCESS

2.1 In the event that:

2.1.1 there is, or is reasonably likely to be, a delay in the provision of the Services due wholly or in part to the acts or omissions of the Supplier and/or

2.1.2 the Supplier commits a breach, or will imminently commit a breach (in the Authority's reasonable opinion), of any terms of this Agreement that is capable of remedy ;

2.1.3 there is a KPI Failure in accordance with Part 5 paragraph 1.5.3 of Schedule 4 (Performance Management , KPIs and Service Credits);

2.1.4 the Authority has the right to suspend the provision of Services in accordance with clause 28 (Authority right to suspend);

2.1.5 there are circumstances due wholly or in part to the acts or omissions of the Supplier that the Authority considers that may create an immediate and serious threat to the health and safety of individuals or that constitute an emergency; and or

2.1.6 it is stated elsewhere in this Agreement that the Authority may do so,

(each a **"Notifiable Default"**), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within one (1) Working Day of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default.

2.2 Upon the occurrence of a Notifiable Default (subject to where the Notifiable Default is that listed in 2.1.2 above such breach or imminent breach having or likely to have a detrimental effect on the provision or receipt of the Services), the Authority may, without prejudice to its other rights and remedies under the Agreement, issue a breach notice and shall allow the Supplier the opportunity to remedy the Notifiable Default in the first instance via this Rectification Plan Process.

3 NOTIFICATION

3.1 If:

3.1.1 the Supplier notifies the Authority pursuant to paragraph 2 that a Notifiable Default has occurred; or

3.1.2 the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default gives rise to a termination right for the Authority and the Authority exercises that right, the Supplier shall comply with the Rectification Plan Process.

4 SUBMISSION OF THE DRAFT RECTIFICATION PLAN

4.1 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within three (3) Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to paragraph 3.1 of this Schedule. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

4.2 The draft Rectification Plan shall set out:

4.2.1 full details of the Notifiable Default that has occurred, including a root cause analysis;

4.2.2 the actual or anticipated effect of the Notifiable Default; and

4.2.3 the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including

timescales for such steps and for the rectification of the Notifiable Default (where applicable).

4.3 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis.

5 AGREEMENT OF THE RECTIFICATION PLAN

5.1 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

5.1.1 is insufficiently detailed to be capable of proper evaluation;

5.1.2 will take too long to complete;

5.1.3 will not prevent reoccurrence of the Notifiable Default; and/or

5.1.4 will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

5.2 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within three (3) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

5.3 If the Authority consents to the Rectification Plan the Supplier shall:

5.3.1 immediately start work on the actions set out in the Rectification Plan;

5.3.2 comply with the provisions of the Rectification Plan and remedy the Notifiable Default (including, without limitation, as to its timescales for its complete implementation) which shall be 5 working days unless otherwise agreed between the Parties); and/or

5.4 For the avoidance of doubt, any failure to comply with paragraph 5.3 of this Schedule shall be deemed a Rectification Plan Failure.

5.5 Without prejudice to the remainder of this Schedule, where circumstances give rise to an immediate threat or rectification is, in the Authority's opinion, required as a matter of urgency, the Authority may direct the Supplier by written notice to take such steps as the Authority considers necessary and/or expedient to mitigate or rectify such state of affairs and the Supplier shall promptly comply with the Authority's instructions. If the Supplier fails to take such steps in accordance with the Authority's instructions, the Authority may exercise step in rights pursuant to 0 (Step-in rights).

6 COSTS OF RECTIFICATION

Any costs or expenses incurred by the Supplier in taking such steps as are required by the Authority pursuant to this Rectification Plan Process shall be borne by the Supplier.

Schedule 12
Step-in rights

19 DEFINITIONS

19.1 In this Schedule the following definitions shall apply in addition to the definitions in Schedule 1 (Definitions and interpretation):

Regulatory Breach	means any act, omission, breach or default by Supplier or Supplier Personnel of its obligations under this Contract which results in the Supplier and/or Authority being: (a) in breach of any Law, requirement or direction imposed by a regulator; and/or (b) investigated or having orders, sanctions, penalties or fines imposed or other action taken against it by a regulator;
Required Action	has the meaning given to it in paragraph 20.2.1 of this Schedule.
Step-In Notice	has the meaning given to it in paragraph 20.1 of this Schedule;
Step-In Trigger Event	shall mean any of the following: (a) any event that would allow the Authority to terminate this Agreement; (b) any default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services and such Default is irremediable or, if remediable, has not been rectified in accordance with the Rectification Plan Process; (c) a Force Majeure Event which delays or hinders the Supplier's performance of all or part of the Services; (d) there is a Rectification Plan Failure; (e) if, in the Authority's reasonable opinion, the Supplier is unable or unwilling to provide any Services, or there is a real risk of degradation to the Services due to any breach by Supplier of its obligations under this Agreement; (f) the Authority considers that the circumstances constitute an emergency as a result of an act or

omission of the Supplier (whether or not that act or omission is a breach of the Supplier's obligations under this Agreement) which requires immediate action by the Authority or Step-In Representatives;

(g) the Supplier ceases to hold relevant consents, authorisations, licences and accreditations required to provide the Services;

(h) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under this Schedule is necessary;

(i) the Supplier commits a Regulatory Breach or engages in an act or omission that, if remedied, would result in a Regulatory Breach and such Regulatory Breach is irremediable or, if remediable, has not been rectified in accordance with the Rectification Plan Process;

(j) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or

(k) a need by the Authority to take action to discharge a statutory duty and there is no other reasonable alternative way of discharging that statutory duty;

Step-Out Date has the meaning given to it in paragraph 20.10.2 of this Schedule.

Step-Out Plan has the meaning given to it in paragraph 20.11 of this Schedule.

20 STEP-IN RIGHTS

20.1 On the occurrence of a Step-In Trigger Event, the Authority shall be entitled, upon giving the Supplier written notice (a **"Step-In Notice"**) to do one or more of the following:

20.1.1 assume performance of the Services or any part of them;

20.1.2 appoint a third party (which shall be limited to the Ministry of Defence or the Department of Health and Social Care or such other public sector body that the Authority may appoint) to assume performance of the Services or any part of them itself; and/or

20.1.3 appoint representatives (either from the Authority, a regulator or other experts (which may include, but not limited to the Ministry of Defence or the Department of Health and Social Care or industry expert not employed by a competitor to the Supplier)

("**Step-in Representatives"**) to review, supervise and direct Supplier's performance of the Services or any part of them.

(the "**Step-In Rights**").

20.2 The Step-In Notice shall set out the following:

20.2.1 the action the Authority wishes to take and in particular the Services that it wishes to control (the **"Required Action"**);

20.2.2 the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's default;

20.2.3 the date on which it wishes to commence the Required Action;

20.2.4 the time period which it believes will be necessary for the Required Action;

20.2.5 whether the Authority or any third party will require access to the Supplier's premises and/or the Sites, Confidential Information, Staff or other assets and equipment in order to deliver the Services itself; and

20.2.6 to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

20.3 Following service of a Step-In Notice, the Authority and/or any third party appointed by it shall:

20.3.1 perform the Step-In Rights and take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action; and

20.3.2 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide any part of the Services in relation to which the Authority is not assuming control.

20.4 The Authority shall procure that the Authority and any Step-in Representatives involved in the exercise of Step-in Rights who is to have access to any Confidential Information of the Supplier shall keep such Confidential Information, including about Supplier's business, processes and systems, confidential and shall only use such Confidential Information for the purpose of exercising the Required Action and the Step-In Rights.

20.5 The Supplier shall provide to the Authority and its Step-in Representatives :

20.5.1 all assistance and information;

20.5.2 access to and use (at no cost to the Authority) of:

(a) the Supplier Premises;

(b) Supplier Confidential Information;

(c) Staff and Supplier Personnel;

(d) all assets, equipment and data owned by the Supplier;

to the extent required to enable them to exercise the Step-In Rights and to perform the Required Action, analyse the cause of and (if possible) resolve the relevant Step-In Trigger Event, minimise disruption and degradation to the Services and to restore the Services either to Supplier or, if this Agreement is ultimately terminated or expires, to the Authority or a Replacement Supplier.

20.6 If so required by the Authority or any Step-In Representative (including where the Services are being performed no the Supplier's Premises and/or are required in order to comply with regulatory, licencing, permission, consent or other requirements) the Supplier shall use all reasonable endeavours to procure the secondment of any Staff to the Authority or provision of services by any Staff to the Authority and/or any Step-In Representative at the Supplier's cost to enable them to exercise the Step-In Rights and perform the Required Action.

20.7 For so long as and to the extent that the Step-In Rights and Required Action are continuing, then:

20.7.1 the Supplier shall not be relieved from its obligations in relation to Services which are not subject to the Required Action, and shall inform the Authority if the provision of such Services will be impacted by the Step-In Rights or Required Action;

20.7.2 the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and

20.7.3 no Charges shall be payable to the Supplier for any Services that are not being provided by the Supplier. The Authority shall continue to pay the Charges for any part of the Services that are not subject to the Required Action and which the Supplier continues to perform.

20.8 Where Step-In Rights are exercised due to subsections (a), (b), (d), (e), (f), (h), or (j) under the definition of Step-In Rights, the Supplier shall reimburse the Authority on demand for the Authority's reasonable costs (including reasonable costs incurred in exercising such rights) of exercising Step-in Rights under this Schedule.

20.9 The Authority shall be entitled to exercise Step-in Rights until such time as the Authority is satisfied (acting reasonably) that the Step-In Trigger Event giving rise to the Step-in Rights has been remedied (to the extent that it is capable of remedy), and:

20.9.1 where the Step-In Trigger Event resulted from a breach or default by Supplier of its obligations under this Agreement, the Supplier has implemented appropriate systems and/or procedures to prevent a recurrence;

20.9.2 the events giving rise to the Step-In Trigger Events which do not arise as a result of any acts, omissions of or breaches by the Supplier have ceased; and

20.9.3 the Supplier is capable of reassuming performance of the relevant Services; or

20.9.4 the Authority shall be entitled to terminate this Agreement (in whole or in part) on not less than one (1) week's written notice to the Supplier, if after a period not exceeding one (1) month the Authority is not satisfied (acting reasonably) that the Step-In Trigger Event giving rise to the Step-in Rights has been remedied or is not capable of remedy.

20.10 Before ceasing to exercise its Step-In Rights under this Schedule the Authority shall deliver a written notice to the Supplier (a **"Step-Out Notice"**), specifying:

20.10.1 the Required Action it has actually taken; and

20.10.2 the date on which the Authority plans to end the Required Action (the **"Step-Out Date"**) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with paragraph 20.11

20.11 The Supplier shall, following receipt of a Step-Out Notice and not less than five (5) Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a **"Step-Out Plan"**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

20.12 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily. If the Authority does not approve the draft Step-Out Plan, then the Authority may amend the Step-Out Date by written notice. Any dispute as to the agreement of the Step-Out Plan may be referred to the Dispute Resolution Procedure.

20.13 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Schedule.

Schedule 13
NOT USED

Schedule 14
Contract management and governance

21 GENERAL

21.1 Meetings

Type	Frequency	Supplier attendees	Authority attendees	Draft Agenda
Weekly Review Meeting- Operational Review Team	Weekly – every Tuesday	[redacted]	Attendees to be confirmed by the Authority.	Review of previous weeks operation Service KPI Operational issues / incidents Technical / quality issues Review and sign off late delivery report Review of issues / observation and actions logs Key risks and issues Commercial and financial update Review of Projects and improvement opportunities Outlook for the week ahead AOB
Monthly contract review Monthly Performance review team	Every 2nd Tuesday of the month	[redacted]	Attendees to be confirmed by the Authority	Service Review Good news stories Operation Incident/issues Customer Complaints Actions Contract amendments/variations Order process/file transfers Delivery Performance – monthly service KPIs Invoicing – in month and outstanding Resource utilization (Inc. staffing issues and transport utilization) Programme risks/issues (escalation) Technical/Quality Issues AOB

Steering Committee	Frequency to be agreed by the Parties so as to enable active management and development of the contract	[redacted]	Attendees to be confirmed by the Authority	Bi-partisan discussion to review the strategy of the Programme, the Services provided by Supplier and the Funding Envelope which underpins the delivery of the Services Review to assure senior levels that spend has been reasonably and appropriately incurred and can be attributable to the Services delivered. Review of high-level overview in respect of the Programme operations and Expected Services within the remaining Term of the contract, against plan for future vaccine release and numbers of sites required across England. Review any points of significant contract dispute or issues for escalation which may have impact on the overall Programme – discuss mitigation options and agree a position between the Parties Review periodic Performance Standards of the Supplier against KPI's Notify of any impending significant and strategic changes to the Programme which will impact the Services, and which may need to be built into future Cost Forecasts to manage (or seek additional) Funding Envelope.

Details of Contract Managers

For the Authority

[redacted]

[redacted]

Schedule 15
Reports and records provisions

22 The Supplier will provide the Service Reports being the ad hoc reports that the Supplier is required to deliver as part of the Services in accordance with this Schedule as set out in Annex A and in accordance with the frequency set out in Annex A.

23 The Supplier will be solely responsible for ensuring the accuracy and timeliness of all Service Reports submitted to the Authority.

24 The Supplier will keep appropriate documents and records in relation to the Services being delivered and the other requirements to be satisfied and provide prompt access to such records to the Authority upon the Authority's request ("**Records**"). The records and documents of the Supplier will be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

25 In addition to the requirement in Paragraph 24 above to maintain appropriate Records, the Supplier will provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier and the calculations of the amount of Service Credits for any specified period.

26 The Supplier will ensure any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority electronically or online and capable of being printed.

Annex A

Daily – distribution as set out in Schedule 4 annex A fields to contain as a minimum

Note – these are for all products in your scope – vaccines and non-vaccine consumables

- Current Inventory (to support in management of stock-out risk) to be distributed by 0600 each day, as a minimum includes:
  - Product Code
  - Product Description
  - Quantity (separate fields for on-hand, held/quarantined with associated reason, allocated, available to order)
  - *Note: where appropriate this must include all SKUs, including glucose, anaphylaxis kits (community and standard), and sodium chloride (currently, glucose and sodium are missing from daily extracts)*
- Receipts / Inbound within last period (for supplier payment purposes), by 0600 each day as a minimum includes
  - Date & Time Receipted
  - Product Code
  - Product Description
  - Quantity
- Outbound within last period (for confirming to customers when queries are raised), by 0600 each day as a minimum includes
  - Order number for fulfilment tracking
  - Designated Site ID
  - Designated Site (Site Name, Address 1, 2, 3, City, Post Code)
  - Delivery Method (e.g. SPL vehicle or 3rd Party)
  - Date & Time Dispatched
  - Product Code
  - Product Description
  - Quantity
- To-date Order Fulfilment Report (all orders received), to identify failures early, and confirm delivery to customers

- Order Number
- Order Received Date & Time
- Status "Rejected Order", "In Progress", "Dispatched", "Delivered", "Failed Delivery, re-attempting", "Failed Delivery, to be discussed"

- Number of deliveries within the last period by status (inc. failures and issues)
  - Count of drops (number of)
- Incident log (Inc. daily operation observations - resolutions or Authority issues)

Weekly – 24 hrs. prior to the meeting - Distribution as set out in Schedule 4 Part C

- Action log
- Observation Log – identifies any specific issues with order data transfer, data quality issues and any delivery issues
- Monthly KPI Report
- Customer Calls – Issues/complaints/Authority issues
- Resource utilisation (Inc. any staffing issues, vehicle utilisation tracker)

Monthly – 4 days prior to the meeting Distribution as set out in schedule 4 Part C

- Risks/Issues log – identifies and programme and service risks
- Invoice - enable review and agreement of any costs and service credits/incentive
- Monthly KPI report – Aggregation of weekly reporting
  - Monthly - delivery performance

Monthly - orders received orders met

Monthly report on Social value/sustainability, waste management, modern slavery, service utilization

Minimum IT Reporting Requirements are set out in 0 (IT integration Requirements) and will be agreed as part of the IT Integration Plan in accordance with that Schedule

Schedule 16
Change Control Procedure

1 General Principles of Change Control Procedure

26.1 If either Party wishes to make a change to this Agreement at any time, either Party can request, such a change (a **"Change Request"**) under the procedure set out in this Schedule.

26.2 Each Change Request shall be submitted substantially in the form set out in this Schedule and shall include such information necessary to enable the Parties to assess the impact of the proposed change.

26.3 Where a Party issues a Change Request, the receiving Party shall return the Change Request form to the other Party within three (3) Working Days of receipt, or such period as is otherwise agreed between the Parties, either:

26.3.1 agreeing to the Change Request and completing Part B: Evaluation of the Change Request form; or

26.3.2 to the extent that the Supplier is entitled to refuse the Change Request in accordance with paragraph 27 and wishes to refuse the Change Request, refusing the Change Request and outlining the reasons for refusal.

26.4 A Change Request shall be submitted by the Party requesting the change to the other Party and shall only become binding on the parties once the Change Request is signed by an authorised representative of both Parties and no variation to this Agreement shall be valid unless the provisions of this paragraph are complied with.

26.5 Until a Change Request made in accordance with this Schedule has been signed by an authorised representative of both Parties, the Authority and the Supplier shall continue to perform this Agreement in compliance with its terms prior to the signature of the Change Request.

26.6 Any services provided or goods supplied by the Supplier which have not been agreed in accordance with the provisions of this paragraph 1 shall be undertaken entirely at the expense and liability of the Supplier.

27 Supplier's right of approval

27.1 The Supplier may only refuse an Authority Change Request in accordance with paragraph 26.3.2 if the Supplier reasonably believes that any proposed change would:

27.1.1 materially and adversely affect the risks to the health and safety of any person; and/or

27.1.2 require the Services to be performed in a way that infringes any law; and/or

27.1.3 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed change is technically impossible to implement.

Annex 1
Change Request Form

Part A			
Cr no.:		Title:	
Contract:		Required by date:	
Action:	Name:	Date:	
Raised by:			
Supplier reference no.:			
Summary of required changes Area(s)			
Reasons for and benefits and disadvantages of requested contract change:			
Impact of Change	Scope:		
	Resources:		
	Operational:		
	Budget Charges: Where there is impact on the Charges (including any recurring impact), a revised forecast in an updated financial model to be provided)		
	Regulatory:		
	Other:		
Details of any proposed alternative scenarios:			
Signature of requesting change owner:			
Date of request:			

Part B			
Change Control Approved	(Tick if yes)	Change Control Rejected	(Tick if yes)
Full description of the contract change Approval/Rejection (inc. any proposed changes in contract wording):			
Adjustment to the charges resulting from the contract change::Where there is impact on the Charges (including any recurring impact), a revised forecast in an updated financial model to be provided)			
Signed on behalf of the authority:		Signed on behalf of the supplier:	

Signature: _____	Signature: _____
Name:_____	Name:_____
Position:_____	Position:_____
Date:_____	Date:_____

Schedule 17
Dispute Resolution Procedure

28 DISPUTE PROCESS

28.1 During any Dispute, including a Dispute as to the validity of the Agreement, it is agreed that the Supplier shall continue its performance of the provisions of the Agreement (unless the Authority requests in writing that the Supplier does not do so). For the purposes of this Schedule **"Dispute"** shall mean any dispute, difference or question of interpretation or construction arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Agreement, or any matter where the Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

28.2 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.

28.3 In the event of a Dispute either Party may serve written notice on the other Party to commence formal resolution of the Dispute (**"the Dispute Notice"**). The Dispute Notice shall set out:

28.3.1 the material particulars of the Dispute; and

28.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.

28.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in 0 (Contract management and governance) of the Agreement as follows:

28.4.1 the Parties shall first seek to resolve the Dispute through the Governance structures in 0 Contract management and governance) of the Agreement, and the Operational Team shall use their reasonable endeavours to resolve the Dispute;

28.4.2 the meeting of the Operational Team must take place within two (2) Working Days of the date of the Dispute Notice (the "**Dispute Meeting**").

28.4.3 the Operational Team shall be given five (5) Working Days following the date of the Dispute Meeting to resolve the Dispute;

28.4.4 if the Operational Team fail to resolve the Dispute, they shall escalate the matter to the next level of escalation in the Governance structures in 0 (Contract management and governance) until all levels have been exhausted. The steps listed above shall be repeated for each level until the final level of the escalation process has been deemed exhausted; and

28.4.5 the final level of the escalation process shall be deemed exhausted on the expiry of five (5) Working Days following escalation to that level unless otherwise agreed by the Parties in writing.

28.5 If at any point it becomes clear that the timetable set out above 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.

28.6 Nothing in this Agreement shall prevent:

28.6.1 either party 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

28.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (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.

28.7 Subject to paragraph 28.6 of this Schedule neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule have been exhausted.

28.8 This Schedule shall survive the expiry of or earlier termination of the Agreement for any reason.

Schedule 18
Exit Management

29 DEFINITIONS

29.1 In this Schedule, the following definitions shall apply in addition to the definitions in Schedule 1 (Definitions and interpretation):

Authority Data	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, and which are: (a) supplied to the Supplier by or on behalf of the Authority; and/or (b) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;
Authority Property	the property, any equipment issued or made available to the Supplier by the Authority in connection with this Agreement;
Exclusive Assets	Supplier Assets used exclusively by the in the provision of the Services;
Exit Information	has the meaning given to it in paragraph 31.1;
Exit and Transition Manager	the person appointed by each Party to manage their respective obligations under this Schedule;
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with paragraph 32;
Expected Termination Date	means the date upon which it is expected that this Agreement will expire (or otherwise terminated);
Net Book Value	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
Non-Exclusive Assets	those Supplier Assets used by the Supplier or a subcontractor in connection with the Services but which are also used by the Supplier or subcontractor for other purposes;
Registers	has the meaning given to it in paragraph 30.2.1;
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of this Agreement, whether those

	services are provided by the Authority internally and/or by any third party;
Replacement Supplier(s)	any third party service provider(s) of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Supplier Assets	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Property;
Termination Assistance Notice	has the meaning given to it in paragraph 33.1;
Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance Services as such period may be extended pursuant to paragraph 33 of this Schedule;
Termination Assistance Services	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Authority pursuant to the Termination Assistance Notice;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Authority;
Transferrable Contracts	the sub-contracts or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in paragraph 36.2.1;
Transferring Contracts	has the meaning given to it in paragraph 36.2.3;

30 SUPPLIER MUST ALWAYS BE PREPARED FOR EXIT

30.1 The Supplier shall, within 20 Working Days of the Commencement Date, provide to the Authority a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

30.2 During the Term, the Supplier shall promptly:

30.2.1 create and maintain:

(a) a detailed register of all Supplier Assets (including description, unique reference number, condition, warranty details, relevant maintenance details, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and sub-contracts and other relevant agreement required in connection with the Services;

(b) a register of Goods in the Supplier's possession together with details as to when the Goods were received by the Supplier and how they have been stored since receipt; and

(c) a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption

together the **"Registers"**;

30.2.2 agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

30.2.3 at all times keep the Registers up to date, in particular in the event that Supplier Assets, sub-contracts or other relevant agreements are added to or removed from the Services.

30.3 The Supplier shall ensure all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

30.4 Each Party shall, within 3 months of the Commencement Date, appoint an Exit and Transition Manager. The Parties' Exit and Transition Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract and/or the transition of services to a Replacement Supplier. The Exit and Transition Manager shall be appropriately skilled and have the requisite authority to manage the Parties' responsibilities in relation to the Exit Plan. The Supplier's Exit and Transition Manager shall attending all meetings reasonably required by the Authority, including during the Termination Assistance Period and meetings with representatives of any Replacement Supplier.

31 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

31.1 The Supplier shall, on reasonable notice, provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the **"Exit Information"**). The Exit Information may include the following material and information:

31.1.1 details of the Service(s);

31.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

31.1.3 the records listed at Annex 2 to this Schedule;

31.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

31.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

31.1.6 to the extent permitted by applicable law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and

31.1.7 such other material and information as the Authority shall reasonably require,

31.2 The Supplier acknowledges that the Authority may disclose the Supplier's confidential information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 31.2 disclose any Supplier confidential information which is information relating to the Supplier's or its sub-contractors' prices or costs).

31.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services (and shall consult the Authority in relation to any such changes).

31.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Services and not be disadvantaged in any procurement process compared to the Supplier (if the Supplier is invited to participate).

32 EXIT PLAN

32.1 The Supplier shall, within 3 months of the Commencement Date, deliver to the Authority an Exit Plan which:

32.1.1 sets out the Suppliers proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Agreement;

32.1.2 complies with the requirements set out in paragraph 32.3 of this Schedule; and

32.1.3 is otherwise reasonably satisfactory to the Authority.

32.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

32.3 The draft Exit Plan shall be substantially in the template form set out in Annex 3 of this Schedule. The Exit Plan shall set out, as a minimum:

32.3.1 how the Exit Information is obtained;

32.3.2 a detailed description of both the transfer and cessation processes, including a timetable;

32.3.3 a detailed forecast of the proposed costs and Charges for providing the Termination Assistance Services in the Financial Model format, shown separately to any forecast for the provision of the Services in the same period(s), together with a capped estimate of such charges (this initial forecast shall be subject to revision with any updates of the Exit Plan under paragraph 32.4);

32.3.4 how the Services will transfer to the Replacement Supplier and/or the Authority;

32.3.5 details of any contracts which will be available for transfer to the Authority and/or the Replacement Supplier upon the termination or expiry of this Agreement together with any reasonable costs required to effect such transfer;

32.3.6 the scope of the Termination Assistance Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);

32.3.7 a timetable and critical issues for providing the Termination Assistance Services (for clarity including consideration of any TUPE implications arising on the timing required for transition of services to a Replacement Supplier);

32.3.8 how the Termination Assistances Services would be provided (if required) during the Termination Assistance Period;

32.3.9 proposals for providing the Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use;

32.3.10 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;

32.3.11 proposals for the identification and return to the Authority or transfer to a Replacement Supplier of all Authority Property in the possession of and/or control of the Supplier or any third party (for clarity this will include provision of a full listing of any Goods that will need to be returned and/or transferred (including QC status of any Vaccine, and a final reconciliation of the calculation of the position on any stock loss) and how they will be returned and/or transferred);

32.3.12 proposals for the deinstallation, packing and transfer of Equipment to the Authority or Replacement Supplier;

32.3.13 proposals for the disposal of any redundant Goods and materials or transfer of any Goods or Equipment to the Authority or Replacement Supplier;

32.3.14 how the Supplier will ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period (for clarity, including maintaining any existing Services while the Authority stands up Replacement Services);

32.3.15 details of how Breakage Costs will be identified ; and

32.3.16 any other information or assistance reasonably required by the Authority or a Replacement Supplier.

32.4 The Supplier shall:

32.4.1 maintain and update the Exit Plan no less frequently than:

(a) two (2) months prior to the Expected Termination Date; and

(b) no later than twenty (20) Working Days after a request from the Authority for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Services; and

32.4.2 jointly review and verify the Exit Plan if required by the Authority and promptly correct any identified failures.

32.5 Only if (by notification to the Supplier in writing) the Authority agrees with a draft Exit Plan provided by the Supplier under paragraph 32.2 or 32.4 (as the context requires), shall that draft become the Exit Plan for this Agreement.

32.6 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by the Supplier.

33 TERMINATION ASSISTANCE SERVICES

33.1 The Authority shall be entitled to require the provision of Termination Assistance Services at any time during the Term by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least one (1) month prior to the Expected Termination Date or as soon as reasonably practicable following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

33.1.1 the date from which Termination Assistance Services are required;

33.1.2 the nature of the Termination Assistance Services required; and

33.1.3 the period during which it is anticipated that Termination Services will be required, which shall continue no longer than three (3) months after the date that the Supplier ceases to provide the terminated Services.

33.2 The Authority shall have:

33.2.1 an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6)months after the date the Supplier ceases to provide the Services

or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Assistance Services is otherwise due to expire; and

33.2.2 the right to terminate its requirement for Termination Assistance Services by serving not less than 20 Business Days' written notice upon the Supplier to such effect.

33.3 In the event that Termination Assistance Services are required by the Authority but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to paragraph 32, the Supplier will provide the Termination Assistance Services in good faith and in accordance with the principles in this Schedule and the last Authority approved version of the Exit Plan (insofar as it still applies).

34 TERMINATION ASSISTANCE PERIOD

Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

34.1.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to paragraph 33, provide the Termination Assistance Services;

34.1.2 in addition to providing the Services and the Termination Assistance Services, provide to the Authority any reasonable assistance and/or access requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;

34.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 34.1.2 without additional costs to the Authority;

34.1.4 subject to paragraph 34.2, provide the Services and the Termination Assistance Services at no detriment to the Key Performance Indicators, the provision of the management information or any other reports nor to any other of the Supplier's obligations under this Agreement; and

34.1.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

34.2 If the Supplier demonstrates to the Authority's reasonable satisfaction that the provision of the Termination Assistance Services will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable Service Credits accordingly.

35 OBLIGATIONS WHEN THE AGREEMENT IS TERMINATED

35.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

35.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance Services), the Supplier shall:

35.2.1 cease to use the Authority Data;

35.2.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);

35.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

35.2.4 return to the Authority such of the following as is in the Supplier's possession or control any items that have been on-charged to the Authority, such as consumables;

35.2.5 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to six (6) months after expiry or termination to:

(a) such information relating to the Services as remains in the possession or control of the Supplier; and

(b) such members of the Supplier staff as have been involved in the design, development and provision of the Services and who are still employed by the Supplier,

provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

35.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance Services or for statutory compliance purposes.

35.4 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

36 ASSETS AND SUB-CONTRACTS

36.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

36.1.1 terminate, enter into or vary any sub-contract relating to the Services except to the extent that such change does not or will not affect the provision of Services or the Charges;

36.1.2 terminate, enter into or vary any sub-contract in connection with the Services; or

36.1.3 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

36.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Authority shall notify the Supplier setting out:

36.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier (**"Transferring Assets"**);

36.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Authority and/or the Replacement Supplier requires the continued use of; and

36.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

36.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

36.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

36.5 Where the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

36.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

36.5.2 procure a suitable alternative to such assets, the Authority or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

36.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Authority and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

36.7 The Authority shall:

36.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

36.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

36.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has taken place.

36.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to paragraph 36.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 45 (Third party rights) of this Agreement shall not apply to this paragraph 36.9 which is intended to be enforceable by third party beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.

37 CHARGES

37.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Assistance Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Assistance Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Assistance Services, the estimate may be varied in accordance with the change control procedure.

37.2 The Authority shall only pay the Charges in respect of the Termination Assistance Services for the final monthly period on the satisfactory completion of all the activities and provision of all deliverables required under the Termination Assistance Services.

37.3 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

38 APPORTIONMENTS

38.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and/or the Replacement Supplier and the Supplier as follows:

38.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

38.1.2 the Authority or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

38.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1
Scope of Termination Assistance Services

1 The Termination Assistance Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

1.1 notifying the sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;

1.3 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

1.4 providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;

1.5 analysing and providing information about capacity and performance requirements, and known planned requirements for capacity growth across these areas;

1.6 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;

1.7 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

1.8 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

1.9 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Services to the Authority and/or the Replacement Supplier;

1.10 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of Equipment including but not limited to Equipment and Goods including vaccines and consumables to the Authority and/or the Replacement Suppliers;

1.11 attending as necessary any governance forum the Authority may establish to manage the transition of services to a Replacement Supplier;

1.12 providing details of the Equipment held of the Supplier and allowing the Authority and/or the Replacement Suppliers access to inspect the Equipment;

1.13 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding three months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

1.13.1 to information and documentation relating to the transferring services that is in the possession or control of the Supplier or its sub-contractors (and the Supplier agrees and shall procure that its sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

1.13.2 following 2 Working Days' notice (or reasonable notice where access is required on an urgent basis) and during the Supplier's normal business hours, to members of the Supplier personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

1.13.3 knowledge transfer services, including:

(a) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

(b) providing the Supplier and/or the Replacement Supplier with access to such members of the Suppliers or its sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its sub-contractors.

2 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.

3 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to paragraph 1.13 shall include:

3.1 copies of up-to-date procedures and operations manuals;

3.2 agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;

3.3 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule; and

3.4 information regarding any unresolved issues at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period.

4 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites

for the purpose of effecting a prompt knowledge transfer provided that any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this paragraph shall:

4.1 sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

4.2 during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and

4.3 the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Annex 2
Records to be provided as part of the Exit Information

1 All records relating to delivery of the Goods for the six months preceding the Expected Termination Date, including but not limited to:

1.1 call-off/order register including records of all outstanding orders;

1.2 helpdesk records for the Term including all items still open;

2 Change management records for duration of the Agreement, including any open changes;

3 Operational procedures which have been developed by the Parties for exclusive use in relation to the Services, including but not limited to:

3.1 helpdesk procedure

3.2 complaints procedure

3.3 monthly monitoring reporting

3.4 escalation procedure;

4 Up to date financial model showing full reconciliation of payments and deductions to date, as well as any outstanding payments and invoices due up to the Expected Termination Date;

5 Maintenance and statutory checks, records and certificates for the period preceding the Expected Termination Date, including any inspection and maintenance certificates.

6 Supplier team structure and skill levels including numbers of personnel deployed in relation to each aspect of the Services.

Annex
Template Exit Plan

Provision of Logistics and Warehouse Support for Covid-19, Vaccinations & Immunisations Programmes

[DRAFT] Exit Plan

[Organisation name]

[Version and Date]

Notes: This Template Exit Plan has been produced further to the Exit Management Schedule of the Agreement. Any defined terms used in this Exit Plan shall have the meaning given to them in the Agreement. This document should be prepared in line with the requirements set out in the Exit Management Schedule.

This Template Exit Plan is provided as a guide and is not intended to be exhaustive, and organisations are free to use their own template to complete the plan.

1	How the Exit Information will be provided to the Authority
Define and describe the process for how the Exit information (defined in paragraph 3.1 of the Exit Management Schedule) will be gathered and provided to the Authority.	

2	How the Services will transfer to the Replacement Supplier and/or the Authority
An overview of your approach to the transfer/cessation of the services including: • *an overview of key task, anticipated timescales and key assumptions made* • *the key resources and roles and responsibilities required* • *how collaboration with the new provider(s) will be managed* • *communication plans* • *Key risks, assumptions and dependencies* *Include an outline Plan on a Page.*	

3	How the Termination Assistance Services will be provided
Specify how the services set out in Annex 1 of 0 of the Agreement will be provided. *Specifically state how you will continue to provide the Services if required by the Authority throughout the Termination Assistance period.*	

4	Detailed forecast of the proposed costs and Charges for providing the Termination Assistance Services in the Financial Model format, together with a capped estimate of such charges
Provide a forecast of the anticipated charges including: • *Identify key personnel, time allocation and rate card* • *Charges for the continuation of the Services* • *How charges will be calculated, applied and capped.*	

5	Details of any contracts which will be available for transfer to the Authority and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer
List any contract(s) for transfer. *Identify timeframe for completion of transfer associated with said contract(s).* *Specify any costs associated with the transfer of said contract(s).*	

6	Scope of the Termination Assistance Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable) and how these will be provided
Define, specify, and list the tasks and services that you are prepared to support the Authority within the transfer of Service. *Ensure that any cost attributable to these are clearly identified and the time period for which these activities will be available.* *Proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services.*	

7	Detail any critical issues for providing the Termination Assistance Services (for clarity including consideration of any TUPE implications arising on the timing required for transition of services to a Replacement Supplier)
List and define critical success factors to the transfer of services to include but not limited to HR, Data & Information, Assets etc. *Cost should be visible that are attributable to these critical success factors.*	

8	Proposals for providing the Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use
Specify the data and information and documentation to be transferred. *Describe the handover process and any requirements for the transfer of data or information, including all material ways in which this is held (e.g., paper, digital, etc). This may include historic data and information dating back to the start of the Agreement or Letter of Intent for Services.*	

Schedule 19
Sub-contractors and supply chain

7 The Supplier shall not be entitled to subcontract the performance of any of its obligations under this Agreement without the prior written consent of the Authority not to be unreasonably withheld or delayed.

8 It will be a condition of any approved Sub Contract that such arrangement will be in writing and allow the Authority to fully exercise any rights that are identified in this Agreement as being imposed on the Supplier, and further that it contains a provision which provides inter alia for the Authority to have the option to have assigned to it (or at its discretion) an incoming supplier on either termination or expiry of this Agreement.

9 The Supplier will be directly responsible for the management, supervision, performance and payment of Sub Contractors and acts and omissions of any Sub Contractor in relation to such Sub Contractor's performance of any of the Supplier's obligations under this Agreement. In respect of payment of Sub Contractors, the Supplier shall ensure that all Sub Contractors are paid promptly within 30 days of a Sub Contractor's invoice.

10 The subcontracting of any obligation under this Agreement will not relieve the Supplier of its obligations to the Authority in respect of the due and proper performance of such obligation. Any act or omission of that Sub Contractor in relation to such Sub Contractor's performance of any of the Supplier's obligations under this Agreement will be regarded for the purpose of the Agreement as an act or omission of the Supplier.

Schedule 20
Business Continuity and Disaster Recovery Plan

11 DEFINITIONS

11.1 In this Schedule, the following words shall have the following meanings in addition to the definitions in Schedule 1 (Definitions and interpretation):

BCDR Plan	has the meaning given to it in paragraph of this Schedule;
Business Continuity Plan	has the meaning given to it in paragraph 12.3.2 of this Schedule;
Business Continuity Services	has the meaning given to it in paragraph 12.3.2 of this Schedule;
Disaster	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster;
Disaster Recovery Plan	has the meaning given to it in paragraph 12.3.2 of this Schedule;
Review Report	has the meaning given to it in paragraph 16.3 of this Schedule; and
Supplier's Proposals	has the meaning given to it in paragraph 16.3 of this Schedule;

12 BCDR PLAN

12.1 The Supplier shall prepare and deliver to the Authority within 20 Working Days of the Commencement Date for the Authority's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

12.1.1 ensure continuity of the business processes and operations following any failure or disruption of any element of the Services; and

12.1.2 the recovery of the Services in the event of a Disaster

12.2 Once approved in writing by the Authority, the Supplier's approved BCDR Plan shall be inserted at Annex A of this 0 (Business Continuity and Disaster Recovery Plan).

12.3 The BCDR Plan shall be divided into three sections:

12.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

12.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

12.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

12.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

12.5 Following receipt of the draft BCDR Plan from the Supplier, the Authority shall:

12.5.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

12.5.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than 20 Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

12.6 If the Authority rejects the draft BCDR Plan:

12.6.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and

12.6.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 12.5 and this paragraph 12.6 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

13 GENERAL PRINCIPLES OF THE BCDR PLAN (SECTION 1)

13.1 Section 1 of the BCDR Plan shall:

13.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

13.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services;

13.1.3 contain an obligation upon the Supplier to liaise with the Supplier with respect to business continuity and disaster recovery;

13.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Authority;

13.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

13.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Services and processes for managing those risks; and

(c) a business impact analysis of different anticipated failures or disruptions;

13.1.7 provide for documentation of processes, including business processes, and procedures;

13.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Authority;

13.1.9 identify the procedures for reverting to "normal service";

13.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

13.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

13.1.12 provide for the provision of technical assistance to key contacts at the Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.

13.2 The BCDR Plan shall be designed so as to ensure that:

13.2.1 the Services are provided in accordance with this Agreement at all times during and after the invocation of the BCDR Plan;

13.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

13.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

13.2.4 it details a process for the management of disaster recovery testing.

13.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services.

13.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Agreement.

14 BUSINESS CONTINUITY (SECTION 2)

14.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:

14.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and

14.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address the effect of the failure or disruption.

14.2 The Business Continuity Plan shall:

14.2.1 address the various possible levels of failures of or disruptions to the provision of Services;

14.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the **"Business Continuity Services"**);

14.2.3 specify any applicable Key Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

14.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

15 DISASTER RECOVERY (SECTION 3)

15.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

15.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

15.2.1 loss of access to the Supplier's premises;

15.2.2 loss of utilities to the Supplier's premises;

15.2.3 loss of the Supplier's helpdesk system;

15.2.4 loss of a Subcontractor;

15.2.5 emergency notification and escalation process;

15.2.6 contact lists;

15.2.7 staff training and awareness;

15.2.8 BCDR Plan testing;

15.2.9 post implementation review process;

15.2.10 any applicable Key Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Key Performance Indicators;

15.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

15.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

15.2.13 testing and management arrangements.

16 REVIEWING AND CHANGING THE BCDR PLAN

16.1 The Supplier shall review the BCDR Plan:

16.1.1 on a regular basis and as a minimum once every 3 months;

16.1.2 within 3 months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 18; and

16.1.3 where the Authority requests in writing any additional reviews (over and above those provided for in paragraphs 16.1.1 and 16.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

16.2 Each review of the BCDR Plan pursuant to paragraph 16.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Authority shall reasonably require.

16.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

16.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

16.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

17 TESTING THE BCDR PLAN

17.1 The Supplier shall test the BCDR Plan:

17.1.1 regularly and in any event not less than once every 3 months;

17.1.2 in the event of any major reconfiguration of the Services

17.1.3 at any time where the Authority considers it necessary (acting in its sole discretion).

17.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

17.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority.

17.4 The Supplier shall ensure that any use by it or any subcontractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

17.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

17.5.1 the outcome of the test;

17.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

17.5.3 the Supplier's proposals for remedying any such failures.

17.6 Following each test, the Supplier shall take all measures requested by the Authority to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Authority.

18 INVOKING THE BCDR PLAN

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

19 CIRCUMSTANCES BEYOND THE SUPPLIER'S CONTROL

The Supplier shall not be entitled to relief under clause 24 (Force Majeure) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 21
Staff Transfers

20 DEFINITIONS

20.1 In this Schedule the following definitions shall apply in addition to the definitions in Schedule 1 (Definitions and interpretation):

Employee Liabilities all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

(b) unfair, wrongful or constructive dismissal compensation;

(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

(d) compensation for less favourable treatment of part-time workers or fixed term employees;

(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

(f) employment claims whether in tort, contract or statute or otherwise;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Employment Regulations the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or

	replaced or any other Regulations implementing the Acquired Rights Directive (Directive 2001/23/EC):;
Former Supplier	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
Notified Sub-contractor	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-contractor	a Sub-contractor of the Replacement Supplier;
Replacement Supplier(s)	any third party service provider(s) of Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority;
Service Transfer Date	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
Staffing Information	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

(c) the identity of the employer or relevant contracting Party;

(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

Sub-contractor	any sub-contractor of the Supplier in relation to any part of the provision of the Services
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
Supplier Personnel	those employed or engaged by the Supplier and/or its sub-contractor in providing the Services

Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transferring Former Supplier Employees	those employees of the Former Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

21 INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

Part 2
Relevant Transfer on commencement of the Services

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall use reasonable endeavours to procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall use reasonable endeavours to procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 FORMER SUPPLIER INDEMNITIES

2.1 Subject to paragraph 2.2, the Authority shall use reasonable endeavours to procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.1.3 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment

Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 10 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 10 Working Day period specified in paragraph 2.3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of paragraph 2.3.2 to 2.5 and in accordance with all applicable proper employment

procedures set out in Law, the Authority shall use reasonable endeavours to procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in paragraph 2.3 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 3 months of the Relevant Transfer Date.

2.8 If any such person as is described in paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under paragraph 2.8 above.

3.2 The indemnities in paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

Part 3
No Relevant Transfer on commencement of the Services

1 PROCEDURE IN THE EVENT OF A STAFF TRANSFER

1.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.

1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

1.2.2 the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 10 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 10 Working Day period specified in paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 2.4, the Authority shall:

2.1.1 indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in paragraph 1.2 made pursuant to the provisions of paragraph 1.4 provided that the Supplier takes, or shall procure that the [Notified Sub-

contractor] takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 procure that the Former Supplier indemnifies the Supplier and/or any [Notified Sub-contractor] against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in paragraph 1.2 made pursuant to the provisions of paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 10 Working Day period referred to in paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in paragraph 2.1:

2.4.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 3 months of Relevant Transfer Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part 3 the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part 4
Staff Transfer on expiry or termination of this Agreement

1 PRE-SERVICE TRANSFER

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination of the Agreement;

1.1.3 the date which is 6 months before the end of the Term; and

1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Authority (acting reasonably):

1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of:

(a) employment and/or

(b) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier and/or Replacement Sub-contractor;

1.5.8 give the Authority and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Authority, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

1.5.9 co-operate with the Authority and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services;

1.5.10 promptly notify the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.11 not for a period of 12 months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier (unless otherwise instructed by the Authority (acting reasonably));

1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by

the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Agreement;

1.6 The Authority may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Authority may reasonably require which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services; and

1.6.3 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2 STAFF TRANSFER WHEN AGREEMENT ENDS

2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and

including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2.3 Subject to paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from any breaches of its (or any Sub-contractor's) obligations under the Employment Regulations, or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.4 The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Authority and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in paragraph 2.5.

2.6 The indemnity in paragraph 2.5 shall not apply to:

2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any

alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in paragraph 2.5 shall not apply to any termination of employment occurring later than 3 months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall use reasonable endeavours to procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to paragraph 2.9, the Authority shall use reasonable endeavours to procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with paragraph 2.5 (and subject to the limitations set out in paragraphs 2.6 and 2.7 above).

Key Personnel

Part 5

1.1 The Supplier shall ensure that the Key Personnel fulfil the key roles at all times during the Term. Part 6 of this 0 lists the key roles and names of the persons who the Supplier shall appoint to fill those key roles at the Commencement Date.

1.2 The Authority may identify any further roles as being key roles and, following agreement to the same by the Supplier, the relevant person selected to fill those key roles shall be included on the list of Key Personnel.

1.3 The Supplier shall not remove or replace any Key Personnel unless:

1.3.1 requested to do so by the Authority;

1.3.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave;

1.3.3 the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or

1.3.4 the Supplier obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

1.4 The Supplier shall:

1.4.1 notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that key role);

1.4.2 ensure that any key role is not vacant for any longer than 10 Working Days;

1.4.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;

1.4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and

1.4.5 ensure that any replacement for a key role:

(a) has a level of qualifications and experience appropriate to the relevant key role; and

(b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Part 6

Key Role	Name and contact details of Key Personnel
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Schedule 22
IT integration requirements

1 The Authority's minimum IT requirements are as follows

The architecture is designed to manage orders and consolidate them into single order files

Detailed Interface Specification: Order File

	SPL	
Format	CSV File	
Interface fields	Order file fields shown (right). No new fields are anticipated. Consolidates orders from all relevant sites into a single batch order file. An increased frequency of order files exchange is anticipated subject to SPL and NVP operational capability.	org_code string account_number string account_name string delivery_address_line_1 string delivery_address_line_2 string delivery_address_line_3 string post_code string product_description string product_code string order_number integer doses_ordered integer delivery_before timestamp scheduled_delivery_date date item_specification string region string destination_gln string parent_org_code string
Delivery Protocol	sFTP – push to SPL Daily at 6pm	
Enhancements	• Recommend use of sFTP to aid automation and reduce manual interventions • Recommend the use of delivery address to ensure delivery always to the designated and site assured delivery destination as per the order form. Single master address derived from the order system. Is there any operational reason against this? • If not, can address change handling be better synchronised to be less manual? • Do SPL still prefer single order file at end of day or would there be issues with this current approach when scaled up to the planned 3K+ vaccination sites in total across the 2 SPLs? Would they prefer a smoother distributed order file transfer through the day?	

Detailed Interface Specification: Inventory and Scheduling File

	SPL	
Format	CSV File	
Interface fields	Inventory file includes the following fields Item description Batch reference Batch expiry date Eaches Stock status	
Delivery Protocol	sFTP – push to Foundry Daily at TBD	
Enhancements	1) Currently sent early each morning – is this time due to system or operating reasons? 2) Can the time be changed? – e.g. closer to order file creation to ensure latest stock information is used 3) Can updates be sent multiple times per day (twice or 3x daily?)	

Detailed Interface Specification: SPL Reporting

	SPL
Format	CSV?
Interface fields	The following report files are provided: Delivery ETA file Deliveries made file
Delivery Protocol	sFTP Once each day
Enhancements	1) Is it possible to have a more 'live' reporting capability – through EDI transfer as events occur or multiple times daily. 2) Can reporting be extended to include: • Order file received and accepted with timestamp. Audit purposes • Order received – all orders received by each site. Allows orders to be acknowledged for each site • Orders unfulfilled with reason codes (e.g. logistic problem, unplanned events, order detail incorrect/incomplete) with timestamp • Files offered to Foundry per day (audit purposes to reconcile against files actually received – especially critical where manual processes are involved) • Address / account changes made – list account number and change made (including new account number where applicable) – if required.

2 The Supplier shall deliver to the Authority for its approval as part of its Implementation and Mobilisation Plan, an IT integration Plan, to be agreed with the Authority to ensure that the Authority's IT requirements are met