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

The Authority	**NHS England**
The Supplier	**Archus Ltd**
Date	**As e-signed**
Type of Services	Technical authoring
Total contract value	[redacted]

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

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

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

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule
Schedule 7	Staff Transfer
Schedule 8	Expert Determination
Schedule 9	Service Credits

Docusign Envelope ID: [redacted]

Signed by the authorised representative of THE AUTHORITY

[redacted]

Full Name: [redacted]

Job Title/Role: [redacted]

Date Signed: 01/07/2025

Signed by the authorised representative of THE SUPPLIER

[redacted]

Full Name: [redacted]

Job Title/Role: [redacted]

Date Signed: 7th March 2025

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Contract.

1.2 The optional Key Provisions at Clauses 8 to 25 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.

1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Term

2.1 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire **4** years from the Actual Services Commencement Date. The Term may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than **5** years in total.

3 Contract Managers

3.1 The Contract Managers at the commencement of this Contract are:

3.1.1 for the Authority:

[redacted]

3.1.2 for the Supplier:

[redacted]

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

3.2.1 for the Authority:

[redacted]

3.2.2 for the Supplier:

[redacted]

101 Victoria Street

Redcliffe

Bristol

BS1 6PU

4 Management levels for escalation and dispute resolution

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

Level	Authority representative	Supplier representative

1	[redacted]
2	
3	

5 Order of precedence

5.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

5.1.1 the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);

5.1.2 Schedule 1: Key Provisions;

5.1.3 Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);

5.1.4 Schedule 2: General Terms and Conditions;

5.1.5 Schedule 6: Commercial Schedule;

5.1.6 Schedule 3: Information Governance Provisions;

5.1.7 Schedule 7: Staff Transfer;

5.1.8 Schedule 4: Definitions and Interpretations;

5.1.9 the order in which all subsequent schedules, if any, appear; and

5.1.10 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

5.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

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

6.1 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 shall apply

7 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

7.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see Greener NHS »Suppliers (england.nhs.uk) (https://www.england.nhs.uk/greenernhs/get-involved/suppliers/)), as may be updated from time to time.

7.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 ("**Evergreen Supplier Assessment**"). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.

7.3 The Supplier has appointed ("**Supplier Net Zero Corporate Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 7.1 and 7.2 of this Schedule 1 and any other net zero requirements forming part of this Contract. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 7.1 and 7.2 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

7.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts ("**Net Zero and Social Value Contract Commitments**").

7.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Contract.

7.6 The Supplier has appointed ("**Supplier Net Zero and Social Value Contract Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 7.4 and 7.5 of this Schedule 1. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 7.4 and 7.5 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Optional Key Provisions

8 Implementation phase ☐ (only applicable to the Contract if this box is checked

and the Schedule inserted)

9 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☒ (only applicable to the Contract if this box is checked and the dates are inserted in Clause Error! Reference source not found. **of this Schedule 1)**

10 Induction training ☒ (only applicable to the Contract if this box is checked)

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

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

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

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

Type of insurance required	Minimum cover

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

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

14.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign

any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 14 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 14 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

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

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

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

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

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

19 Data Protection Protocol ☐ (only applicable to the Contract if this box is checked)

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

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

20.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

21 Monthly payment profile ☐ (only applicable to the Contract if this box is checked)

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

22 Termination for convenience ☒ (only applicable to the Contract if this box is checked and Clause 22.1 of this Schedule 1 is completed)

22.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on ***three (3) months*** written notice.

23 Right to terminate following a specified number of material breaches ☒ (only applicable to the Contract if this box is checked and Clause 23.1 of this Schedule 1 is completed)

23.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least four (4) previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the four Breach Notice.

24 Expert Determination ☒ (only applicable to the Contract if this box is checked)

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

24.2 For the avoidance of doubt, where Clause 24 of this Schedule 1 is checked, all Disputes shall be dealt in accordance with Clause 24.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2 shall be deemed not to apply and deleted in its entirety from this Contract.

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

25.1 Subject to Clause 25.2 of this Schedule 1, the Supplier's Business Continuity Plan and, where required, its implementation must ensure the continuity of the provision of the Services under this Contract in all circumstances where there is a COVID-19 related Business Continuity Event and the text in Clause 6.6 of Schedule 2 to "use reasonable endeavours to" shall be deemed deleted for the purposes of any COVID-19 related Business Continuity Events. For the avoidance of doubt, to the extent that the Supplier fails to ensure such continuity, it shall be deemed not to have fulfilled its business continuity obligations pursuant to Clause 6 of Schedule 2 for the purposes of Clause 23.2.1 of Schedule 2.

25.2 To the extent only that the Supplier is prohibited from implementing its Business Continuity Plan (in full or part) due to any Laws or Guidance, it shall be relieved of its obligations under Clause 25.1 of this Schedule 1

Extra Key Provisions

Key Staff

The Supplier response lists the roles and names of the persons who the Supplier shall appoint at the Start Date which shall be named (Key Staff). The Supplier shall ensure that these Staff fulfil their roles as specified in the Supplier response at all times during the Contract Period.

Subject to the following:

- The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any of the Key Staff.
- Requests to do so by the Buyer or the Buyer Approval of such removal or replacement of Key Staff (not to be unreasonably withheld or delayed);
- The Key Staff concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- The Key Staff's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

The Supplier shall:

- notify the Buyer promptly of the absence of any of the above persons (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that role);
- ensure that any of the roles are not vacant for any longer than ten (10) Working Days;
- give as much notice as is reasonably practicable of its intention to remove or replace any member of and, except in the cases of death, unexpected ill health or a material breach of employment contract, this will mean at least three (3) Months' notice;
- ensure that all arrangements for planned changes in personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- Ensure that any replacement has a level of qualifications and experience appropriate to the relevant role and is fully competent to carry out the tasks assigned to the person whom he or she has replaced.
- The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any person that the Authority considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing staff.

Mobilisation

The Supplier must deliver the services in full as detailed within the statement of requirements. NHS England will work with the Supplier at contract mobilisation to clarify processes and ensure NHS England requirements are fully understood and deliverable. Therefore, NHS England reserve the right to terminate the contact to the Supplier if we are not satisfied that the services can be delivered as detailed within the statement of requirements.

Schedule 2

General Terms and Conditions

Contents

1 Provision of Services

1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:

1.1.1 promptly and in any event within any time limits as may be set out in this Contract;

1.1.2 in accordance with all other provisions of this Contract;

1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;

1.1.4 in accordance with the Law and with Guidance;

1.1.5 in accordance with Good Industry Practice;

1.1.6 in accordance with the Policies; and

1.1.7 in a professional and courteous manner.

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

1.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document., Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

1.3 The Supplier shall commence delivery of the Services on the Services Commencement Date.

1.4 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document, including without limitation the KPIs.

1.5 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.

1.6 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.

1.7 The Supplier shall notify the Authority forthwith in writing:

1.7.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and

1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.

1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.

1.10 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.

1.11 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.

1.12 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

2.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document or as otherwise agreed by the Parties in writing ("**Premises and Locations**").

2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.

2.3 Subject to Clause 2.4 of this Schedule 2, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2.

2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule

2, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier in accordance with the Key Provisions.

2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2. Where there is no such specific mechanism set out in the Specification and Tender Response Document, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with Clause 21 of this Schedule 2. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

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

4 Use of Authority equipment

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

4.1.1 shall be provided at the Authority's sole discretion;

4.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;

4.1.3 must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and

4.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 Staff and Lifescience Industry Accredited Credentialing Register

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

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

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

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

5.5 The Supplier shall:

5.5.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;

5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed;

5.5.3 ensure all Staff have the qualifications to carry out their duties;

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

5.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff.

5.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.

5.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:

5.7.1 are questioned concerning their Convictions; and

5.7.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.

5.8 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.

5.9 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:

5.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2;

5.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2; or

5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2.

5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:

5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;

5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and

5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.

5.11 The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.

5.12 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 have been met.

5.13 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.

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

6 Business continuity

6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business

Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.

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

6.2.1 the criticality of this Contract to the Authority; and

6.2.2 the size and scope of the Supplier's business operations,

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

6.3 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

6.4 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.

6.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.

6.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

7 The Authority's obligations

7.1 Subject to the Supplier providing the Services in accordance with this Contract, the Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.

7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.

7.3 The Authority shall comply with the Authority's Obligations, as may be referred to in the Key Provisions.

7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.

8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;

8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

8.3.3 the information specified in the Specification and Tender Response Document;

8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

8.3.5 such other information as reasonably required by the Authority.

8.4 Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also

provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (**"Third Party Body"**). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.

8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:

8.6.1 storing and analysing the management information and producing statistics; and

8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.

8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.

9.2 Unless otherwise stated in the Commercial Schedule the Contract Price:

9.2.1 shall be payable from the Actual Services Commencement Date;

9.2.2 shall remain fixed during the Term; and

9.2.3 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.

9.3 Unless stated otherwise in the Commercial Schedule:

9.3.1 where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or

9.3.2 where Clause 9.3.1 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

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

9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes of this Clause 9.5 of this Schedule 2 after a reasonable time has passed.

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

9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.

9.8 The Authority reserves the right to set-off:

9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and

9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.

9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.

9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest)

Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

10.1 The Supplier warrants and undertakes that:

10.1.1 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;

10.1.2 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;

10.1.3 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law, Guidance and Good Industry Practice and shall at all times comply with such quality controls and processes;

10.1.4 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);

10.1.5 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law, Guidance, and/or Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;

10.1.6 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

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

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

10.1.9 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;

10.1.10 without limitation to the generality of Clause 10.1.7 of this Schedule 2, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;

10.1.11 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;

10.1.12 any equipment it uses in the provision of the Services shall comply with all relevant Law, Guidance, and Good Industry Practice, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;

10.1.13 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;

10.1.14 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;

10.1.15 it shall (comply with its Net Zero and Social Value Commitments;

10.1.16 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.15 of this Schedule 2;

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

10.1.18 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;

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

10.1.20 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;

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

10.1.22 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

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

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

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

10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.

10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.

10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

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

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

10.5.2 promptly provide to the Authority:

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

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

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

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

11 Intellectual property

11.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights

used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

11.2 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document and/or elsewhere in this Contract, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

12 Indemnity

12.1 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

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

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

12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; and/or

12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

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

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.

12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or

12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim

following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 Limitation of liability

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

13.1.1 for death or personal injury resulting from its negligence;

13.1.2 for fraud or fraudulent misrepresentation; or

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

13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

13.3.1 extra costs incurred purchasing replacement or alternative services;

13.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

13.3.3 the costs of extra management time; and/or

13.3.4 loss of income due to an inability to provide health care services,

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.

13.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:

13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);

13.5.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);

13.5.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

13.6 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.

14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.

14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.

14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and

the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

15.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.

15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.

15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4.2 of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 15.4.2 of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:

15.4.1 not capable of remedy; or

15.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

15.5 The Authority may terminate this Contract forthwith by issuing a Termination Notice to the Supplier:

15.5.1 if the Supplier does not commence delivery of the Services by any Long Stop Date;

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

15.5.3 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;

15.5.4 if the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2;

15.5.5 if the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter) as assumed pursuant to the provisions of Part D of Schedule 7;

15.5.6 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2;

15.5.7 if the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable; or

15.5.8 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Contract.

15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due

diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;

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

15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1 of this Schedule 2.

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

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

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

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

15.7.3 there has been a failure by the Supplier and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.3 of this Schedule 2.

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

15.9 Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate,

update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 15.9 of this Schedule 2 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 Consequences of expiry or early termination of this Contract

16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.

16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:

16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;

16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

16.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 24.1 of this Schedule 2.

16.4 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with the Key Provisions shall automatically terminate.

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

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

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

17.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated

all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

17.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.

17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.

17.4 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.

17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:

17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;

17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;

17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;

17.5.4 deploy any person other than the Supplier Personnel to perform the Services;

17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;

17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or

17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.

17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise

any other exemption or provision within the Data Protection Legislation which would allow such disclosure.

17.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.

17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.11 to Clause 17.14 of this Schedule 2 and (where relevant) the provisions of Clause 1.15 of Part D of Schedule 7 shall apply.

17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.

17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.

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

17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;

17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;

17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;

17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and

17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier

shall for itself and any Sub-contractor warrant that such records are accurate and up to date.

17.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:

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

17.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;

17.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;

17.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, any accrued or unpaid holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;

17.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and

17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.

17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.

17.15 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.

17.16 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:

17.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;

17.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;

17.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and

17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

18.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

19 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

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

19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;

19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and

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

Modern slavery

19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

19.2.1 the Modern Slavery Act 2015 ("**Slavery Act**"); and

19.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("**Anti-Slavery Policy**").

19.3 The Supplier shall:

19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;

19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this 19 of this Schedule 2

19.4 The Supplier undertakes on an ongoing basis that:

19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

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

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

19.5 The Supplier shall notify the Authority as soon as it becomes aware of:

19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

19.5.2 any actual or suspected slavery or trafficking in its supply chain.

19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Authority may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

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

Provision of further information

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

20 Electronic services information

20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.

20.2 The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.

20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.

20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.

20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.

20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

21 Change management

21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.

21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.

21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:

21.4.1 a General Change in Law; or

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

~~22 Dispute resolution~~

~~22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).~~

~~22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.~~

~~22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 4 of the Key Provisions. Respective representatives at each level, as set out in Clause 4 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next levels until all level have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.~~

~~22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.~~

22.5 ~~The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.~~

22.6 ~~Nothing in this Contract shall prevent:~~

22.6.1 ~~the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or~~

22.6.2 ~~either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.~~

22.7 ~~Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.~~

23 Force majeure

23.1 Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:

23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;

23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.

23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable

serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.

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

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

24 <u>Records retention and right of audit</u>

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

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

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

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

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

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

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

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

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

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

25 Conflicts of interest and the prevention of fraud

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

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

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

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

26 Equality and human rights

26.1 The Supplier shall:

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

26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's

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

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

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

27 Notice

27.1 Subject to Clause 22.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

27.2 A notice shall be treated as having been received:

27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or

27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or

27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and Sub-contracting

28.1 The Supplier shall not, except where Clause 28.2 of this Schedule 2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

28.2 Notwithstanding Clause 28.1 of this Schedule 2, the Supplier may assign to a third party ("**Assignee**") the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 shall be subject to:

28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2;

28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;

28.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which the Authority shall make payment;

28.2.4 the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and

28.2.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.

28.3 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.

28.4 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:

28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;

28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law, Guidance, and Good Industry Practice, and record keeping;

28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);

28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;

28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;

28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 of this Schedule 2 after a reasonable time has passed;

28.4.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;

28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of

environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.3 of this Schedule 2;

28.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2; and

28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 in any Sub-contract which it awards.

28.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:

28.5.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or

28.5.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.

28.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.

28.7 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.

28.8 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

29.1 The Supplier warrants and represents that:

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

(i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing

favour or disfavour to any person in relation to this or any other agreement with the Authority; or

(ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

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

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

29.2.1 the Authority shall be entitled:

(i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;

(ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and

(iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

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

29.2.3 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:

(i) the interpretation of Clause 29 of this Schedule 2; or

(ii) the amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

30 General

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

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

30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and

any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.

30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.

30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.

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

30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.

30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:

(i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;

(ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

(iii) which is authorised for disclosure by the prior written consent of the Discloser;

(iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or

(v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").

1.3 The Authority may disclose the Supplier's Confidential Information:

1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

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

1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;

1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or

1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

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

1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.

1.6 Clause 1 of this Schedule 3 shall remain in force:

1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 <u>Data protection</u>

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

2.2 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.

2.3 The Supplier and the Authority shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority

under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection toolkit;

2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;

2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines;

2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);

2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;

2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;

2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

2.6 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful

or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;

3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;

3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and

3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.

3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.

3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:

4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.

4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4

Definitions and Interpretations

1 Definitions

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

"Actual Services Commencement Date"	means the date the Supplier actually commences delivery of the Services;
"Actuary"	means a Fellow of the Institute and Faculty of Actuaries;
"Anti-Slavery Policy"	has the meaning given under Clause 19.2.2 of Schedule 2;
"Authority"	means the authority named on the form of Contract on the first page;
"Authority's Actuary"	means the Government Actuaries Department;
"Authority's Obligations"	means the Authority's further obligations, if any, referred to in the Key Provisions;
"Breach Notice"	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
"Broadly Comparable"	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including a pandemic and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

"Cabinet Office Statement"	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;
"Change Control Process"	means the change control process, if any, referred to in the Key Provisions;
"Change in Law"	means any change in Law which impacts on the provision of the Services which comes into force after the Commencement Date;
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Commencement Date"	means the date of this Contract;
"Commercial Schedule"	means the document set out at Schedule 6;
"Comparable Supply"	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
"Confidential Information"	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
"Contract"	means the form of contract at the front of this document and all schedules attached to the form of contract;
"Contracting Authority"	means any contracting authority as defined in Regulation 2 (1) of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
"Contract Manager"	means for the Authority and for the Supplier the individuals specified in the Key Provisions; or such other person notified

	by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
"Controller"	shall have the same meaning as set out in the UK GDPR;
"Convictions"	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
"Cost Increase"	shall have the meaning given to the term in Clause 1.3.2 of Part D of Schedule 7;
"Cost Saving"	shall have the meaning given to the term in Clause 1.3.4 of Part D of Schedule 7;
"Data Protection Legislation"	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
"Data Protection Protocol"	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
"Direction Letter"	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
"Dispute(s)"	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

"Dispute Notice"	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
"Dispute Resolution Procedure"	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 or, where Clause 24 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 8. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 of Schedule 2;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"Electronic Trading System(s)"	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
"Eligible Employees"	means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services. For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHS Pension Scheme "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled

	to Fair Deal for Staff Pensions protection under Part D of Schedule 7;
"Employee Transfer Date"	means the Transferred Staff's first day of employment with the Supplier (or its Sub-contractor);
"Employment Liabilities"	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
"Environmental Regulations"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"eProcurement Guidance"	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
"Equality Legislation"	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
"EU References"	shall have the meaning given to the term in Clause 1.17 of this Schedule 4;
"Evergreen Supplier Assessment"	shall have the meaning given to the term in Clause 7.1 of Schedule 1;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Exit Requirements"	means the Authority's exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
"Fair Deal for Staff Pensions"	means guidance issued by HM Treasury entitled "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 (as amended, supplemented or replaced);

"FOIA"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Force Majeure Event"	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties, but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;
"Fraud"	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or

	conspiring to defraud the government, parliament or any Contracting Authority;
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;
"Guidance"	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency, the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;
"Implementation Plan"	means the implementation plan, if any, referred to in the Key Provisions;

"Implementation Requirements"	means the Authority's implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
"Interested Party"	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
"Key Provisions"	means the key provisions set out in Schedule 1;
"Key Staff"	The person's proposed by the Supplier within their bid response
"KPI"	means the key performance indicators as set out in Schedule 5;
"Law"	means any applicable legal requirements including, without limitation: (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument); (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (e) requirements set by any regulatory body as applicable in England and Wales;

	(f) any relevant code of practice as applicable in England and Wales; and (g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);
"Long Stop Date"	means the date, if any, specified in the Key Provisions;
"Losses"	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
"Net Zero and Social Value Commitments"	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
"Net Zero and Social Value Contract Commitments"	shall have the meaning given in Clause 7.4 of Schedule 1;
"Measures"	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
"NHS"	means the National Health Service;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;
"NHS Pension Scheme"	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	means any failure on the part of the Supplier or any Sub-contractor to pay employer's contributions or deduct and pay across employee's contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees;

"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Payment Date"	means twenty (20) Business Days after the last of the conditions in Clause 1.7 of Part D of Schedule 7 has been satisfied;
"Pension Benefits"	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Personal Data"	shall have the same meaning as set out in the UK GDPR;
"Policies"	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
"Premature Retirement Rights"	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which

	participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Premises and Locations"	has the meaning given under Clause 2.1 of Schedule 2;
"Process"	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
"Purchase Order"	means the purchase order required by the Authority's financial systems, if a purchase order is referred to in the Key Provisions;
"Relevant Tax Authority"	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Remedial Proposal"	has the meaning given under Clause 15.3 of Schedule 2;
"Services"	means the services set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier's response to these requirements);
"Services Commencement Date"	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date;
"Services Information"	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20.1 of Schedule 2 for inclusion in the Authority's services catalogue from time to time;
"Slavery Act"	has the meaning given in Clause 19.2.1 of Schedule 2;
"Specification and Tender Response Document"	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;

"Staff"	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Step In Rights"	means the step in rights, if any, referred to in the Key Provisions;
"Sub-contract"	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
Sub-contractor	means a party to a Sub-contract other than the Supplier;
"Subsequent Transfer Date"	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
"Subsequent Transferring Employees"	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
"Successor"	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
"Supplier"	means the supplier named on the form of Contract on the first page;
"Supplier Code of Conduct"	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
"Supplier Net Zero Corporate Champion"	shall have the meaning given to the term in Clause 7.3 of Schedule 1;
"Supplier Personnel"	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;

"Supplier Net Zero and Social Value Contract Champion"	shall have the meaning given to the term in Clause 7.6 of Schedule 1;
"Term"	means the term as set out in the Key Provisions;
"Termination Notice"	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Third Party"	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
"Third Party Body"	has the meaning given under Clause 8.5 of Schedule 2;
"Third Party Employees"	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
"Transfer Amount"	an amount paid in accordance with Clause 1.7 of Part D of Schedule 7 and calculated in accordance with the assumptions, principles and timing adjustment referred to in Clause 1.6 of Part D of Schedule 7 in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party's Broadly Comparable scheme and elected to transfer them to the Supplier's Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option;
"Transfer Date"	means the Actual Services Commencement Date;
"Transfer Option"	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier's (or its Sub-contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);

"Transfer Option Deadline"	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
"Transferred Staff"	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
"Transferring Employees"	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.

1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.

1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.

1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.

1.8 Words denoting the singular shall include the plural and vice versa.

1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been

included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.

1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.

1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.

1.13 Any guidance notes in grey text do not form part of this Contract.

1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

1.16 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.17 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

i. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

ii. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Specification and Tender Response Document

NHS Estates Technical Standards and Guidance Programme

Specification of Requirements

Revision Date	Summary of Changes	New Version No
28/11/2022	Logo updated on template	2022 V1.2
13/01/2023	Initial draft structure prepared by [redacted]	v0.1
23/01/2023	First draft populated with key questions highlighted	v0.2
03/02/2023	Updated draft incorporating feedback from [redacted]	v0.3
09/02/2023	Updated draft with answers to outstanding questions	v0.4
22/02/2023	Updated draft in response to [redacted] comments	v0.5
02/03/2023	Updated draft in response to feedback from [redacted] and [redacted]	v0.6
17/03/2023	Final draft	v0.7
23/03/2023	Final for Issue	v1.0
16/06/2023	Revised Issue following clarification questions	v2.0

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Specification of Requirements

1. Background to the requirements

1.1. Introduction

1.1.1. The National NHS England Estates and Facilities Management (EFM) technical standards and guidance (TSG) programme supports NHS England's efforts to ensure patient care is delivered to the highest standard, in a clean, safe, secure, suitable and sustainable environment- a sentiment echoed in the NHS Constitution.

1.1.2. This guidance has been keeping people safe in our buildings since the 1960s.

1.1.3. NHS buildings are a highly specialised environment with unique issues. Therefore, specific guidance is needed to aid NHS organisations, and their design teams, to deliver a framework for operating and maintaining a safe and compliant estate.

1.1.4. This is achieved through Health Building Notes (HBNs) – which provide design guidance and advice on asset management and construction, and Health Technical Memoranda (HTMs) – which provide technical engineering advice on design and maintenance of buildings and systems.

1.1.5. These guides are available free of charge to the NHS and are published via the NHS England website.

1.2. Technical Guidance Types

1.2.1. Health Building Notes (HBNs) give best practice guidance on the design and planning of new healthcare buildings and on the adaptation, extension or refurbishment of existing facilities.

1.2.2. They provide information to support the briefing and design process for individual estates and facilities capital projects in the NHS.

1.2.3. Health Technical Memoranda (HTMs) give comprehensive advice and guidance on the design, installation and operation of specialised building and engineering technology and systems used in the delivery of safe, high quality healthcare.

1.2.4. Health Technical Memorandum focus on the healthcare-specific elements of standards, policies and established, up-to-date best practice guidance. They are applicable to buildings in the NHS, whether new or existing, and are for use at all stages during the building's lifecycle.

1.2.5. NHS organisations have a duty to ensure that appropriate governance arrangements are in place and are managed effectively. The HTM series provides best practice engineering standards and policy to enable management of this duty of care.

1.3. Importance of Technical Guidance

1.3.1. Technical guidance supports NHS organisations in discharging their responsibility to provide a “clean, safe, secure and suitable environment” in which to be cared for, as set out in the NHS Constitution. NHS Trusts and NHS Foundation Trusts demonstrate compliance to the guidance through the national NHS Premises Assurance Model (PAM).

1.3.2. Regulators such as the Care Quality Commission (CQC), Health and Safety Executive (HSE), Medicines and Healthcare products Regulatory Agency (MHRA) and Healthcare Safety Investigation Branch (HSIB), are dependent upon the guidance that is produced.

1.3.3. The Health and Social Care Act 2008 - Code of Practice (last updated 13/12/22) on the prevention and control of infections and related guidance specifies HTM and HBN compliance to meet legal obligations.

1.3.4. Our technical standards and guidance are used in a variety of capital contracts, including Private Finance Initiatives (PFI) and Procure Framework P21/P22/P23 agreements, to set out the guidance the design and construction should comply with, and are relied upon in disputes. Business cases for capital spend are required to demonstrate compliance with relevant HBNs and HTMs to obtain approval and funding.

1.3.5. Several individuals and teams within the National NHS England Estates and Facilities department are impacted by the need for revised technical guidance and contribute to its development. For example:

- The National EFM Sustainability team lead on Net Zero Carbon strategies, driving sustainability policies and standardisation, which the relevant out of date HTMs must be updated to reflect.
- The National EFM Strategy team are closely linked to the TSG programme. Refreshing existing guidance for Estate Code has been prioritised for the next tranche of updates to reflect the new policy and operational content when Integrated Care Systems became legal entities in July 2022.
- The National Hard FM and Soft FM Services Operations Team are involved in updating critical guidance pertinent to fire safety, medical gasses, electrical safety and resilience.

1.3.6. Following announcement of the Health Infrastructure Plan (HIP) in 2019, the objective of building 40 new hospitals has been included in the NHS Mandate each year to date. The New Hospitals Programme (NHP) intend to centralise much of the design process for their cohorts but must follow and not duplicate HBN and HTM guidance. NHS England remain responsible for updating relevant HBNs and HTMs so they are current, fit for purpose and maintain alignment for NHP cohorts and the wider NHS estate.

1.3.7. The need to update guidance is not only driven by changes in models of care or technological innovation but can also be required because of patient safety incidents. In the last 2 years there have been five Healthcare Safety Investigation Branch (HSIB) reports that have made recommendations specifically requiring updates to HBN or HTM guidance.

1.4. Policy and Strategic Context

1.4.1. The Technical Standards and Guidance Programme sits in the Policy Team within the National NHS Estates and Facilities department, which is within the Commercial Directorate in NHS England. The programme aligns with **NHS England's purpose**, to lead the NHS in England to deliver high-quality services for all, in several ways:

- By providing best-practice guidance on health planning, design and engineering requirements for the NHS estate that delivers value for money through standardisation of facilities and physical infrastructure,
- By providing current and timely guidance that reflects innovation in models of care underpinned by digital and technological innovation,
- By setting standards for the healthcare environment that upholds patients' NHS constitutional right to be cared for in a "clean, safe, secure and suitable environment", and also supports staff wellbeing and efficiency so our workforce can deliver accessible and compassionate care.

1.4.2. TSG priority topics will support several objectives in the **NHS Mandate** 2022 to 2023. These include support to:

Recover, and maintain delivery of, wider NHS services and functions
- 2.7 – elective recovery as set out in the NHS Delivery Plan, including dentistry

Renew focus on delivering against the NHS Long Term Plan and broader commitments for the NHS
- 2.11 – 13 priority (manifesto) commitments, including New Hospitals Programme

1.4.3. The programme is aligned with the **NHS Long Term Plan**, with several topics in the next tranche of priority documents directly contributing to delivery of its key clinical objectives:

- 1.23 - Emergency Care
- 1.45 - Outpatients
- 3.21 - Maternity
- 3.102 - Mental Health

1.4.4. In providing best-practice guidance on health planning, design and engineering requirements, the documents will also enable the NHS to meet the Long Term Plan Test 2, with an efficiency and productivity programme that includes a priority area of reducing the NHS' carbon footprint by a third from 2007 levels, and also Test 5, in making better use of capital investment and its existing assets to drive transformation.

1.4.5. Existing guidance is published on the NHS England website:

- https://www.england.nhs.uk/estates/
- https://www.england.nhs.uk/estates/health-building-notes/
- https://www.england.nhs.uk/estates/health-technical-memoranda/

1.4.6. A complete list of all current HBNs and HTMs can also be downloaded from here: https://www.england.nhs.uk/estates/complete-list-of-publications-related-to-nhs-estates/

1.4.7. Other relevant links include:

- NHS England purpose: https://www.england.nhs.uk/publications/business-plan/our-2022-23-business-plan/foreword-from-our-chair/
- NHS Long Term Plan: https://www.longtermplan.nhs.uk/
- NHS Mandate: https://www.gov.uk/government/publications/nhs-mandate-2022-to-2023

1.5. Current Service - Rationale

1.5.1. The Technical Guidance Programme is run by a small, experienced team within NHS England. External specialist support is being procured to support this team in the successful delivery of guidance updates.

1.5.2. In 2019 a contract was put in place to deliver scoping and production of recognised priorities via provision of technical authoring, editing, project management and stakeholder engagement services.

1.5.3. We are therefore looking to procure external specialist support to enable the next tranche of guidance updates to progress from 2023/24 to 2027/28.

1.6. Current Service - Scope

1.6.1. Under the current contract, the incumbent supplier was appointed to deliver production of an initial 8 priority HBNs and HTMs. These had been scoped by a previous contractor and were available to Bidders to inform their submissions.

1.6.2. In addition, the current contract allowed for extension to scope and produce the next 10 priority HBNs and HTMs, which was enacted when a further business case for that work was approved in 2020.

1.6.3. The current contract allowed flexibility for priorities to change across the programme as the required documents were liable to change according to operational need.

1.6.4. Delivery of documents within the current contract was unexpectedly impacted by the COVID-19 pandemic, where subject matter experts (particularly clinical leads and experts in ventilation and medical gases) were unavailable to input into guidance production due to operational pressures.

1.6.5. During this time, NHS England publications approval processes were placed on hold, with any non-COVID related publications being paused. This created a backlog in the publication process which is now being worked through.

1.6.6. As a result, 5 documents have been published under the current contract, with another document complete and in the publications approval pipeline. 11 documents are currently in production and will be completed by the current contractor. An additional 10 documents are also being progressed within the current contract and 2 documents are on hold awaiting clarification.

1.6.7. The documents progressed within the current contract are:

Document	Status
HTM 03-01: (Parts A and B) Specialist ventilation for healthcare premises	Complete – published 22/06/21
HBN 15-02- Facilities for Same Day Emergency Care/Ambulatory Emergency Care	Complete – published 28/05/21
HBN 14-02: Medicines Storage in Clinical Areas	Complete – published 28/05/21
Net Zero Carbon Building Standard	Complete – published 22/02/23
HTM 07-01 Waste	Complete – published 08/03/23
HTM 05- Fire Code series	Scoping complete

Document	Status
HBN 00-10 Part E Tracking	In publication approval process
HBN 06-01 Facilities for diagnostic imaging and interventional radiology	Final amendments in progress
HBN 10-01 Facilities for Surgery	Final amendments in progress
HBN 11-01 Primary Care	Final amendments in progress
HBN 16-01 Mortuaries	Final amendments in progress
HBN 03-01 Supplement 1 - Medium and low secure mental health facilities for Adults	Final draft being prepared for sign-off
HBN 03-02 Supplement 1 - Medium and low secure mental health facilities for Children and Young People	Final draft being prepared for sign-off
HTM 06-02 Electrical safety guidance for low voltage systems	Final draft being prepared for sign-off
HTM 06-03 Electrical safety guidance for high voltage systems	Final draft being prepared for sign-off
HBN 04-01 Supplement - Isolation facilities for infectious patients in acute settings	Technical engagement complete, comments being assessed
HBN 00-03 Clinical and clinical support spaces	Currently out for Technical Engagement to 21st April 2023
HBN 04-01 Adult Inpatients	Production of draft recommencing following pause
HTM 02-01 Gases in the healthcare environment	Revised scope complete and moving to production programme
HBN 03-03 Self-harm (title TBC)	On hold, awaiting publication of revised risk assessment guidance from CQC
HBN 00-12 Refurbishment of healthcare buildings	Revised scoping complete and moving to production programme
HTM 05-03 Part A – General fire safety	Production commenced Dec-22
HTM 05-03 Part B – Fire detection and alarm systems	Production commenced Dec-22
HTM 05-03 Part K – Guidance on fire risk assessments in complex healthcare premises	Production commenced Dec-22
HBN 10-01 Facilities for Surgery Supplement - High Flow Low Acuity	Scope and production to commence Mar-23
HTM 01-01 Part A – Management and decontamination of surgical instruments	Technical Bulletin in response to HSIB recommendations - scope and production to commence Mar-23
HTM 05-03 Water Suppression	Scoping commenced Feb-23
HBN 00-07 Resilience	Scoping commenced Dec-22
HTM 07-02 Making energy work in healthcare	Scoping commenced Dec-22
HBN 03-01 Mental Health – Acute Adult units	Scoping commenced Feb-23
HBN 03-02 Facilities for CAMHS	Scoping commenced Feb-23

1.7. Note on Terminology

1.7.1. "*Bidders*" refers to any prospective Suppliers who may respond to this invitation to tender. It is used in the current tense.

1.7.2. "*Suppliers*" refers to the successful Bidders who are then appointed to deliver the requirements set out in the specification. It is used in the future tense. The exception to this is any reference to the "*current supplier*", which refers to the incumbent provider under the existing contract that this procurement is replacing.

1.7.3. The use of the term "*Supplier*" is in alignment with the standard NHS contract terms and conditions. This does not preclude the intention of the Technical Standards and Guidance Programme to seek a partnership working approach with those awarded this contract.

2. Scope of the Procurement

2.1. Aims and Objectives

2.1.1. We are looking for Suppliers to work with the NHS England Technical Standards and Guidance team to produce the next phase of updated HBNs and HTMs, providing the specialist skills and support to the core team.

2.1.2. The primary objective is the complete delivery of 13 priority documents, and scoping phase of a further 13 documents, over the next 4 years.

2.1.3. The secondary objective is the ability to progress additional documents from the priority list (40 documents in total), with the option to further extend the contract if requested.

2.1.4. The tertiary objective is to bring innovation to the way in which we undertake the Technical Standards and Guidance Programme, and to ensure the programme creates a positive social impact.

2.2. Priority Documents

2.2.1. To establish the list of standards and guidance that need to be updated, NHS England undertook a 3-month prioritisation exercise. The process undertaken and resultant outcomes are described in detail in **Appendix 1**. A summary table containing the narrative comments outlining the rationale for prioritising each document is included in **Appendix 2**.

2.2.2. The resulting 40 priority HBNs and HTMs have then been segmented into six delivery phases, to inform planning over the next 4 years of the programme.

2.2.3. The phases are as follows:

- **Phase 1**: Scoping of 13 priority documents (with exclusions)
- **Phase 2**: Production of those 13 priority documents
- **Phase 3**: Scoping of a further 13 priority documents
- **Phase 4**: Production of those further13 priority documents
- **Phase 5**: Scoping of the remaining 14 priority documents
- **Phase 6**: Production of those remaining 14 priority documents

2.2.4. The outputs associated with these phases are listed in **Section 3.4** Core Deliverables: Scoping and **Section 3.5** Core Deliverables: Production, below.

2.2.5. The complete list of the 40 priority documents our Suppliers will be required to deliver is broken down below.

2.2.6. Each document has been assessed against indicative factors to derive a document complexity rating, based on a minor, substantial or major update being required.

2.2.7. The criteria used to estimate a document complexity are included in the table below:

Complexity Level	Number of Stakeholders	Age of document	Extent of update needed	New Subject?	Potential Impact	Research to be incorporated?
Minor	Low or uncontroversial	< 5 Years	Low	No or narrow / easy to define scope	Low Financial or equality	No or already known and referenced
Substantial	Medium or relatively uncontested	5-10 years	Medium	Yes or no	Medium financial or equality	Latest research available some interpretation needed
Major	High or controversial subject with divergent opinions	> 10 years	High	Yes, major topic little evidence on which to base outcomes	High financial or equality	New primary research to be carried (by others) alongside document production

2.2.8. These complexity assessments are subject to the outcomes of the formal document scoping process in phases 1, 3 and 5.

2.2.9. Within the scope of the procurement is a review and update of the HTMs that form the HTM 05 Firecode suite (HTM 05-01, HTM 05-02 and HTM 05-03). This is in response to the Building Safety Bill and outcomes of the Grenfell fire inquiry. Due to the specialist nature of technical advisory expertise required, production of these documents will be via a separate lot.

2.2.10. This statement of requirements and tender is for both lots. Bidders may bid for one or both lots.

2.2.11. The contract shall include the potential need to provide ad hoc support to the programme on a call off basis as needed.

2.2.12. Should your organisation be successful and NHS England elects to extend the contract, we anticipate providing up to 8 weeks lead time before commissioning further single documents, beyond Phases 1 and 2.

2.2.13. There is potential for priorities to change across the programme and the required documents are liable to change according to risk, operational need and engagement with stakeholders.

2.3. Lot 1: Scoping and Production of Priority HBNs and HTMs

2.3.1. Phase 1 (Scoping) and Phase 2 (Production) of 10 Priority documents (excluding Firecode)

Priority	Technical standards to be updated		Required		Extant Copy?
	Priority 1-13: excluding Fire Code	Complexity	Phase 1: Scope	Phase 2: Production	
1	HBN 00-09: Infection Control	Major	Yes	Yes	Yes
2	HTM 05-01: Managing healthcare fire safety	Major	See Lot 2 (Firecode)		
3	HTM 05-02: Fire Safety in the design of healthcare premises	Major			
4	HTM 05-03: Operational provisions:	Major			
5	HTM 07-07: Sustainable health and social care buildings	Major	Yes	Yes	Yes
6	HTM 07-04: Water management and water efficiency – best practice advice for the healthcare sector	Substantial	Yes	Yes	Yes
7	HTM 07-02: Encode 2015 – making energy work in healthcare	Substantial	Yes *	Yes	Yes
8	HBN 00-07: Resilience planning for the healthcare estate	Minor	Yes *	Yes	Yes
9	HBN 03-01: Mental Health - Adult Acute Units	Major	Yes *	Yes	Yes
10	HBN 03-02 Facilities for child and adolescent mental health services	Substantial	Yes *	Yes	Yes
11	HBN 04-02: Critical Care	Major	Yes	Yes	Yes
12	HTM 04-01 Safe water in healthcare premises Part A, Part B and Part C	Major	Yes	Yes	Yes
13	Endoscopy	Major	Yes	Yes	No

2.3.1.1. There have been two changes made to the documents in Phases 1 and 2 since the online Prospective Suppliers Briefing event held on 14th December 2022. These are:

- The estimated complexity classification for HTM 07-07 Sustainable health and social care buildings has been upgraded from Substantial to Major, due to the publication of the NHS Net Zero Building Standard and the need for the HTM to align with but not duplicate its content;
- Emerging further discussion around water safety issues have concluded that a review of HTM 04-01 Safe Water in Healthcare Premises Parts A, B and C is required rather than issuing an addendum to the existing guidance.

- The SRO for the Technical Standards and Guidance Programme has therefore made the decision that we will amend priority 12 from being a supplement to HTM 04-01 (substantial update complexity classification) to being a full update of the HTM 04-01 suite of guidance, with a Major complexity classification.

2.3.1.2. We have brought forward plans to progress scoping on four documents (priorities 7-10 in the table above) within the current financial year with the incumbent contractor.

2.3.1.3. These should be concluded before contract award but are not available at this point. Should they become available during the procurement period they will be shared with Bidders.

2.3.1.4. While we do not anticipate this service will be required, to provide maximum flexibility Bidders are asked to provide a price for scoping priorities 7-10 (with asterisk * in the above table).

2.3.2. Phase 3 (Scoping) and Phase 4 (Production) of the next 13 Priorities

Priority	Technical standards to be updated		Required		Extant Copy?
	Priorities 14-26	Complexity	Phase 3: Scope	Phase 4: Production	
14	Developing an Estate Strategy	Major	Yes	Yes	Yes
15	HBN 00-08: Strategic framework for the efficient management of healthcare estates and facilities	Major +	Yes	Yes	Yes
16	A risk-based methodology for establishing and managing backlog	Substantial	Yes	Yes	Yes
17	HBN 00-08: Estatecode – Land & property appraisal	Major	Yes	Yes	Yes
18	Best practice advice: Establishing and managing backlog	Major	Yes	Yes	Yes
19	HBN 09-02: Maternity Care facilities	Substantial	Yes	Yes	Yes
20	HBN 15-01: A&E	Major	Yes	Yes	Yes
21	HBN 12: Out-patients Department	Major	Yes	Yes	Yes
22	HBN 00-XX (new) Digital design principles [1]	Major	Yes	Yes	No
23	HBN 00-04: Circulation and Communication spaces	Substantial	Yes	Yes	Yes
24	HBN 00-01 General Design Principles	Substantial	Yes	Yes	Yes
25	HBN 00-01 Supplement (new): Designing for Patient and Staff Wellbeing [1]	Substantial	Yes	Yes	No
26	HBN XX (new): Dental facilities [1]	Major	Yes	Yes	No

[1] Final document name and numbering subject to scoping outcome

2.3.2.1. An additional 13 documents included in Phases 3 and 4 complete our top 26 priorities. We expect to carry out Phase 3 in Year 4 of the contract, based on our estimated programme.

2.3.2.2. However, Phase 4 (production of the next 13) is likely to fall outside of the currently agreed financial budget for the programme and we are therefore seeking a fixed price for a typical "minor", "substantial" or "major" complexity document across phases 4-6, giving flexibility to appoint this work in the future if budget increase or priorities change.

2.3.3. Phase 5 (Scoping) and Phase 6 (Production) of the remaining 14 Priorities

Priority	Technical standards to be updated		Required		Extant Copy?
	Topic	Complexity	Phase 5: Scope	Phase 6: Production	
27	HTM 00 Policy and principles of healthcare engineering	Major	Yes	Yes	Yes
28	HBN 13 Sterile services department	Major	Yes	Yes	Yes
29	HBN 09-03 Neonatal	Substantial	Yes	Yes	Yes
30	HBN 00-02 Sanitary Spaces	Major	Yes	Yes	Yes
31	HTM 06-01 Part A Electrical services supply and distribution – Design considerations	Minor	Yes	Yes	Yes
32	Wayfinding: effective wayfinding and signing systems guidance for healthcare facilities	Substantial	Yes	Yes	Yes
33	Assets in Action – An asset management guide for non-technical managers	Substantial	Yes	Yes	Yes
34	Design brief framework	Substantial	Yes	Yes	Yes
35	IT-50 Personal/staff security alarm (New)	Substantial	Yes	Yes	No
36	Health promotion and greenspace sustainability (New)	Substantial	Yes	Yes	No
37	HBN 02-01 Cancer Care – facilities for cancer services	Major	Yes	Yes	Yes
38	HBN 08-02 Dementia-friendly Health and Social Care Environments	Major	Yes	Yes	Yes
39	An exemplar operational risk management strategy	Substantial	Yes	Yes	Yes
40	HTM 06-01 Electrical services supply and distribution, Part B – Operational management	Minor	Yes	Yes	Yes

2.3.3.1. The remaining 14 documents were prioritised as part of the process set out in **Appendix 1** but were not scored against the benefits criteria as their scoping and production lies outside the budget envelope for the business case.

2.3.3.2. However, we require Bidders to provide fixed prices for a typical "minor", "substantial" or "major" complexity document based on those included in phases 4-6 listed above. This is to provide NHS England with the option to further extend the contract if required, if/when additional funding is approved, without being prescriptive on the exact topics and timings beyond the 13 documents identified in Phases 1 and 2.

2.4. Lot 2: HTM 05- series (Firecode)

2.4.1. Phase 2 (Production) of 13 Priorities - Firecode

Priority	Technical standards to be updated		Required		Extant Copy?
	HTM 05- series: Firecode	Complexity	Phase 1: Scope	Phase 2: Production	
2	HTM 05-01: Managing healthcare fire safety	Major	No	Yes	Yes
3	HTM 05-02: Fire Safety in the design of healthcare premises	Major	No	Yes	Yes
4	HTM 05-03: Operational provisions:	Major	No	Yes	Yes
	• Part A – General fire safety		No	No	Yes
	• Part B – Fire detection and alarm systems		No	No	Yes
	• Part C – Textiles and furnishings		No	Yes	Yes
	• Part D – Commercial enterprises on hospital premises		No	Yes	Yes
	• Part E – Escape lifts in healthcare premises		No	Yes	Yes
	• Part F – Arson prevention in NHS premises		No	No	Yes
	• Part G – Laboratories on healthcare premises		No	No	Yes
	• Part H – Reducing false alarms in hospital premises		No	No	Yes
	• Part J – Guidance on fire engineering of healthcare premises		No	No	Yes
	• Part K – Guidance on fire risk assessments in complex healthcare premises		No	No	Yes
	• Part M – Fire Safety in Atria		No	Yes	Yes
	• Part N (new) – Maintenance		No	Yes	No
	• Part O (new) – Water Suppression Systems		No	Yes	No

2.4.1.1. No scoping is required for Firecode as this has already been completed and is included in **Appendix 3**.

2.4.1.2. Three sub-documents within HTM 05-03 are planned to be produced within the current financial year and therefore prices are not required for HTM 05-03 Part A, Part B and Part K at this time. However, the

Firecode suite is expected to interface seamlessly with one another we will expect Bidders to ensure completed work is cross-referenced as appropriate in these documents.

2.4.1.3. HTM 05-03 Parts F, G, H and J were withdrawn as a result of scoping. Please see the detailed notes in **Appendix 3** on which previous content of these parts of HTM 05-03 are to be incorporated into other documents being produced under Phase 2.

2.5. Exclusions

2.5.1. As noted above, the scoping of HTM 05- Firecode was concluded in 2022 and is included in **Appendix 3** to inform production costs.

2.5.2. The following four documents are currently being scoped:

- HTM 07-02: Encode 2015 – making energy work in healthcare
- HBN 00-07: Resilience planning for the healthcare estate
- HBN 03-01: Mental Health - Adult Acute Units
- HBN 03-02 Facilities for child and adolescent mental health services

2.5.3. While it is intended that these are excluded from the contract, as per para 2.3.1.4 we require Bidders to submit a price for carrying out scoping of these documents in case this is required.

2.5.4. The Department of Health ended its involvement with Activity Data Base (ADB) in December 2016, concluding that there is an on-going requirement for the technical guidance, but that ADB is not a core function. Bidders will therefore not be expected to provide ADB updates.

2.5.5. However, the incumbent supplier was required to produce updated component sheets (sheet 4 of an ADB room data sheet, listing included equipment, equipment group and quantities) for relevant HBNs in the current contract. For an example of this output, please see HBN 03-02 Facilities for child and adolescent mental health services Schedule of Accommodation.

2.5.6. The use of ADB is mandated in NHS Scotland and component sheets were therefore produced to enable the 3rd party company to update their database in line with latest published HBNs.

2.5.7. NHS England are in the process of carrying out an options appraisal on continuation of requiring updated component sheets for HBNs within the scope of phases 1-6. We will advise the successful Supplier(s) on whether we will instruct production of component sheets.

2.5.8. To inform this assessment, Bidders are requested to supply as a separate line item a price for updated component sheets for relevant rooms within

the HBNs in Lot 1. It is expected that Bidders will use a specialist healthcare equipping subject matter expert to produce the component sheets.

2.6. Constraints and Dependencies

2.6.1. Bidders need to ensure they have sufficient and appropriate resource in place, as set out in **Section 3.1** to support the delivery of the priority documents.

2.6.2. Roles and Responsibilities between NHS England and our appointed Supplier(s) are listed in **Section 7**. The NHS England Estates and Facilities team contains several subject matter experts and a significant amount of combined expertise. There may be some cases where subject matter experts within NHS England may lead on or contribute to drafting some sections of documents, but operational pressures on the team, e.g. during the COVID-19 pandemic, can cause the teams priorities to be diverted elsewhere.

2.6.3. For the avoidance of doubt, Bidders should assume full authoring responsibility lies with them and is not dependent on NHS England resource.

2.6.4. **IT Systems:**

2.6.4.1. Suppliers will be expected to be able to work with standard software within the Microsoft Office suite, including MS Project. A secure SharePoint site will be set up on the NHS England network, in line with Records Management policy, to enable sharing of working documents between Supplier and TSG Programme team, to facilitate collaboration. Online meetings will take place via MS Teams, as Zoom and other alternatives are not supported by NHS England IT policies.

2.6.4.2. In addition to standard software, Supplier for Lot 1 will also require Autodesk AutoCAD for production of architectural drawings and diagrams, particularly for HBNs.

2.6.4.3. Suppliers will require Adobe InDesign for typesetting of documents for publication, in accessible .pdf format in line with the NHS England content and publication guidelines (see **Appendix 4**) and NHS visual identify guidelines.

2.6.4.4. Any external document sharing, specifically for technical engagement, will be via the NHS England Technical Standards and Guidance Programme Hub, on the FutureNHS collaboration platform https://future.nhs.uk/. This will be accessible by Supplier but set up and access managed by NHS England, as owners of the workspace.

2.6.5. **Time Constraints:**

2.6.5.1. It is expected that any documents that commence production within this contract will be completed within the 4-year term of the contract.

2.6.5.2. We recognise, however, that does not necessarily mean completed documents may be published within the contract term, as the length of time for NHS England publications approval processes is not subject to a guaranteed timeframe or standard SOP.

2.6.6. **Approval Constraints**:

2.6.6.1. Phases 1 to 3 are within the scope of the approved business case and are the focus of this procurement and core deliverables.

2.6.6.2. Delivery of Phases 4 to 6 will be subject to separate business case(s) if resource changes in the future.

2.6.6.3. However, fixed prices are sought for the documents within Phases 4 to 6, based on document complexity, to aid budget planning and potential reprioritisation of documents if required to respond to patient safety critical operational issues or ministerial priorities.

2.6.7. **Interfaces with other Programmes**:

2.6.7.1. The Technical Standards and Guidance Programme has an interface with the New Hospitals Programme (NHP) as set out in para 1.3.6. Where possible NHP share their research and evidence base to inform HBN and HTM updates and monthly alignment meetings are held to enable the two-way flow of information between the two programmes.

2.6.7.2. In addition, the New Hospital Programme have offered resource and expertise to input into the new HBN for Endoscopy (in Phase 1 and 2) and the new HBN for Digital Design Principles (in Phase 3). This dependency was factored into the estimated production costs in the business case through assumed availability of relevant research, papers and potentially technical authoring.

2.6.7.3. However, as this assumption has not been fully formalised, Bidders should provide a cost for scoping and production of a new Endoscopy HBN and scoping of a new Digital Design Principle HBN assuming no input from NHP. If NHP resource is formally confirmed this will be clarified at project mobilisation for these documents and the price adjusted as necessary via a contract change notice.

3. Mandatory and Minimum Requirements

3.1. Guidance Quality

3.1.1. Principles

3.1.1.1. All guidance must be clear, readable, well written and edited for its intended audience. The document structure should use a logical flow to guide readers through the content and be intuitive to follow and locate the relevant detail. It must uphold patient safety at all times.

3.1.1.2. Health Building Notes

- HBN guidance will include sufficient specific details to allow design teams to apply room dimensions, activity spaces and key considerations to their design proposals.
- That any recommendations or requirements in the guidance will be proven best practice, with the evidence base referenced where possible and robust rationale provided where not, informed by subject matter experts.
- That room requirements will have been considered from multiple perspectives to assess their impact on different stakeholders.
- Rooms will not be considered in isolation, but the implications of planning and design options will be considered in the round. Any option which cannot be proven to work in the wider context when repeated will be discounted, even if it works in isolation.
- Not all users of the HBN, either designers or client slide, may have previous experience of being involved in healthcare design. While not being prescriptive, the guidance must be comprehensive to overcome the declining corporate memory in estates and facilities.

3.1.1.3. Health Technical Memoranda

- HTMs must be forward-looking, considering and critically appraising innovation in relevant technology and engineering.
- Recommended technical solutions must be proven and uphold patient safety, with a robust evidence base including international comparisons with guidance and standards in other territories.
- Technical assumptions for a particular engineering specialism must be tested against impacts on climate change and avoid unintended consequences.
- HTMs must enable Trust Estates and Facilities Management staff to implement the guidance and maintain the NHS Estate in line with established and credible best practice, recognising the capacity and

capability issues currently impacting the NHS EFM workforce. See https://www.england.nhs.uk/publication/nhs-estates-and-facilities-workforce-action-plan/

3.1.2. Credibility

3.1.2.1. The successful Bidders must ensure that the proposed team put forward to produce the documents listed in **Section 2.2** above are credible and capable of producing guidance to an acceptable standard.

3.1.2.2. Bidders will be expected to understand the breadth of topics included in Phases 1 – 6 described above and the relevant stakeholders involved. Without this knowledge, Bidders will not be considered credible amongst the community of interest and cannot be appointed.

3.1.2.3. Bidders should demonstrate how they will select credible personnel with sufficient knowledge and expertise to meet the quality expectations set out in this specification. Selection criteria should include the following, but we would welcome any additional criteria Bidders would add as part of demonstrating the quality of their proposed team:

3.1.2.4. Technical Authors:

- Relevant Professional Experience – balancing longevity with experience of recent relevant NHS capital schemes.
- Leadership in their field.
- Ability to take a neutral evidence-based best practice position based on a breadth of knowledge and expertise.
- Ability to critically appraise input and feedback from stakeholders.
- Chartered Status where applicable to relevant professions.

3.1.2.5. Technical Editors:

- Relevant Professional Experience.
- Ability to provide expert-level review of content for structure, inconsistencies, technical and grammatical errors (including developmental and copy edits).
- Ability to update, correct and suggest improvements for authors' materials, assessing suitability for the target audience.
- Ability to ensure final documents are in line with the NHS England house style and NHS brand identity guidelines.
- Ability to interface with NHS England Communications Team to support relevant approvals processes.

3.1.2.6. Subject Matter Experts:

- Relevant Professional Experience - balancing longevity with experience of recent relevant NHS capital schemes.
- Leadership in their field.
- Ability to speak on behalf of a relevant professional body (where applicable) and consult with other members, rather than contributing in an individual capacity.
- For experts working on Lot 2 (Firecode production), as well as the specific experience described below we would also expect membership of a relevant professional body (e.g. NAHFO).

3.1.2.7. We would expect the proposed core personnel to be tailored to the topic of the guidance document project. As a minimum, we would expect the multi-disciplinary team to include:

- An architect for design input into HBNs, including production of drawings (plan and elevation) and diagrams and authoring of content.
- A chartered engineer of a relevant discipline where HTMs are engineering-focussed (e.g. water, mechanical, ventilation, decontamination, electrical, fire, etc).
- A healthcare planner for input into departmental HBNs, including knowledge of changing models of care in the UK and other regions, to inform engagement with stakeholders.
- An equipping specialist (as set out in para 2.5.8 above).
- Digital subject matter expertise beyond equipping will also be required, to input on impact of digital transformation and necessary enablers for process and infrastructure changes which must be reflected in new or revised guidance.

3.1.2.8. For Lot 2 (Firecode production) where we require specialist Fire expertise, we expect the proposed personnel to be able to evidence the following:

3.1.2.8.1. Fire Safety Technical Knowledge

- An extensive knowledge of fire engineering including membership of the Institution of Fire Engineers (IFE) and chartered engineer
- An extensive knowledge of fire risk assessment in high-risk buildings including membership of the IFE (or other third party accredited) fire risk assessor register

- Extensive knowledge within the building safety regime including assessment of external wall systems, the golden thread and preparation of safety cases and the likely impact of the new regulatory regime encompassed by the building safety regulator.
- An understanding of legal fire safety requirements in England, ideally having acted as an "expert witness", for example to the court.
- An extensive knowledge of strategic fire risk management
- Knowledge of management systems for fire safety within large organisations.
- Working in a regulatory environment.

3.1.2.8.2. Knowledge of fire safety in a healthcare setting

- Having worked as an authorising engineer to a large NHS Trust and meeting the guidance in HTM 05-01 and 05-03 part A

3.1.2.9. Bidders must also have in their team the knowledge, skills and experience necessary to carry out evidence reviews, specifically systematic literature reviews, to inform scoping reports. Bidders must be able to demonstrate suitable expertise in delivering search strategies, evidence retrieval, screening and synthesis to delivery the literature review requirements set out in **Section 3.4.3**.

3.1.2.10. In addition, Bidders must ensure proposed teams can provide subject matter expertise on the key cross-cutting themes of the impact of Net Zero Carbon, Modern Methods of Construction and standardisation across the guidance topics in Phases 1-6 and demonstrate how they are qualified to do so.

3.1.2.11. Production of room data or component sheets must be led by experienced equipping specialists to ensure they are robust and credible. Bidders must ensure the equipping specialist leading on the component sheet review and production is able to ensure equipping assumptions are based on current best practice and innovation, including digital transformation.

3.1.2.12. Bidders should include in their bid a list of the key personnel and stakeholders they would propose for each document in Phases 1-3, with CVs.

3.1.2.13. Although some Tier 1 Working Group members may work across multiple documents where their expertise is relevant, Bidders must consider if there is sufficient capacity for individuals to work across

multiple topics and whether this could constrain their ability to contribute fully to document scoping and production.

3.1.2.14. The successful Bidders are expected to provide all services listed in this Statement of Requirements. Any necessary specialist advice shall be clearly identified and included in Bidders' proposals.

3.1.3. Minimal Ambiguity

3.1.3.1. Our appointed Supplier(s) are expected to deliver comprehensive best practice guidance that contains the level of detail necessary for users to comply with the guidance safely and efficiently. We recognise the reducing corporate memory and Estates and Facilities workforce issues across the NHS in England, and therefore require minimal ambiguity in the guidance to be delivered in this contract through the inclusion of context and reasoning for items in the documents.

3.1.3.2. Ambiguity should be minimised to assist NHS England with responding to Parliamentary Questions and other queries about HBNs and HTMs that can be generated when the guidance and the underpinning rationale and assumptions are unclear.

3.1.3.3. Bidders should assume they are to provide documents that capture best practice guidance. Best practice guidance in the context of HBNs and HTMs is defined as the recommended course of action for delivering better health outcomes for patients with particular focus on creating a clean and safe healthcare environment. These recommendations are based on expert opinion and complement any available evidence. They are not classed as minimum standards nor are they mandatory unless they are defining a legal requirement imposed by law.

3.1.3.4. The correct use of modal verbs, as set out in the standard preface text, is required (see "Language Usage in Technical Guidance" on page ii of HBN 15-02 Facilities for same day emergency care/ambulatory emergency care, published May 2021).

3.1.3.5. Plan drawings, component sheets and schedules of accommodation must be informed by ergonomic studies and drawings. Equipment and associated activity spaces must be based on current evidence and be demonstrated to fit within proposed room layouts.

3.1.3.6. Previous ergonomic research carried out by the Department of Health and Social Care and Loughborough University, included in current guidance, can be shared with the successful Bidder. However, this was produced some time ago and may no longer be current.

3.1.3.7. For several HBNs within Lot 1 and 3 that include exemplar architectural designs and layouts, a gap analysis will be required to assess whether the available ergonomic studies are still correct, require updating or if new studies need to be carried out. Bidders should allow for this as part of their evidence review within the Scoping phase.

3.1.3.8. If ergonomic studies are required, it is recognised that there are different levels of rigour that could apply:

a) Formal academic ergonomic studies (primary research) that can be published in a peer-reviewed journal;

b) Ergonomic study carried out by appropriately qualified ergonomist, in mock-up room with video/photographic record, but not as formal research or publishable;

c) Informal ergonomic study carried out by Supplier team with architectural, health planning and clinical participants to test activity spaces within a mock-up room with video/photographic record, but without ergonomist assessment of findings.

3.1.3.9. For the purposes of pricing, Bidders should provide separate line items to price for the three different levels of ergonomic study listed above, assuming one ergonomic study of one room with 4 activity spaces within it.

3.1.3.10. Further pricing may be required on an ad hoc basis – see **Section 13.3**.

3.1.3.11. Guidance content, both written and drawn or diagrammatic, must provide sufficient context and reasons for the evidence-based best practice included so both rationale and detail is clear and unambiguous. This is essential to reduce the risk of an inexperienced member of staff misunderstanding the document or implications of a drawing, or accepts a derogation that introduces a patient safety risk.

3.1.3.12. Any architectural drawings in the guidance, particularly HBNs, must include dimensioned plan drawings indicating critical room proportions to accommodate the necessary activities and equipment described in the text. Suppliers must also include explicit dimensioned zones for M&E servicing and any associated access panel requirements, rather than indicative graphics, to assess the impact on the space and make clear any implications for design teams.

3.1.3.13. If critical floor to ceiling dimensions are needed for particular equipment, a sectional elevation will also be required.

3.1.3.14. Where a room has critical adjacencies that form part of a suite of rooms, Supplier must demonstrate how the room layout works within the context of the whole suite in a dimensioned plan drawing, rather than only providing an indicative room layout in isolation that may not work when loaded in situ. Any assumptions informing the room and suite layout must be made explicit.

3.1.3.15. If alternate room proportions are included to meet area requirements and grid considerations, these must be robustly tested by Supplier for applicability and feasibility to demonstrate each option works including equipment and activity spaces.

3.1.3.16. If any assumptions are made around dimensions or room sizes, the reasons behind these assumptions must be explicitly captured by Supplier in the guidance to ensure transparency and build corporate memory. This is of particular importance for spaces where requirements may have been established over time but the rationale as to why there were needed has been lost or obscured (e.g. inpatient bed activity spaces).

3.1.3.17. Suppliers must provide accurate representation of items of equipment and associated activity spaces, rather than generic icons or indicative zones (e.g. “space for storage”), to minimise ambiguity and mis-interpretation of guidance.

3.1.3.18. If equipment is indicative but could be exchanged for equivalent alternatives, Supplier should make this clear in the document, e.g. a desktop computer may be shown on the drawing but the explanatory text should be clear another solution may be selected locally, or a three-section couch is shown for illustrative purposes only and could be a two-section couch.

3.1.4. Critical Thinking

3.1.4.1. Bidders must demonstrate knowledge and expertise of stakeholder engagement, data collection and evidence evaluation, along with editorial skills to support the development of evidence based best practice guidance.

3.1.4.2. Lead Authors, as subject experts, are expected to use critical thinking to assess what the document needs to cover, identifying gaps in previous versions (where these exist) and producing new ideas based on their synthesis of the evidence base. These need to be extensively reviewed and tested with key stakeholders for inclusion in the guidance.

3.1.4.3. Best practice recommendations, whether design or engineering, will have been considered from multiple perspectives to assess their impact on different stakeholders. Proposals and comments put forward by subject matter experts must be critically appraised by Supplier to fully understand the implications of their recommendations and where there may be unintended consequences. For example, clinical leads may describe new models of care which have implications for room adjacencies, equipping or infrastructure, where changes to room layouts impact M&E services.

3.1.4.4. When implications of recommendations are being assessed, they must therefore be viewed from multiple angles – efficient models of care, patient safety, standardisation, buildability. Suppliers must ensure that the assumptions surrounding the hierarchy of these potentially competing needs are transparent and subject to consensus across those working on the guidance.

3.1.4.5. Critical understanding of the guidance subject matter is essential to ensure key lines of enquiry are set out that capture implicit assumptions on processes, flow, activities and equipment, making them explicit so they can be tested against the latest evidence-based best practice.

3.1.4.6. Suppliers must also ensure they cross-reference documents being updated with other relevant HBNs and HTMs, especially those recently updated, to ensure consistency between guidance.

3.1.4.7. If a Supplier believes there are opportunities to consolidate previous guidance documents within Phases 1-6, they can propose this to NHS England for discussion as part of the Scoping Phase.

3.1.4.8. The ability of Bidders to use the necessary level of critical thinking will be assessed by a specific question in the technical questionnaire, where Bidders will be asked to demonstrate how they would create a standard template for use in Tier 2 engagement for an HBN and an HTM.

3.1.5. Audit Trail

3.1.5.1. It is essential that the Technical Standards and Guidance Programme has a full audit trail of all engagement activity, including comments received and the resulting action taken, for each guidance document.

3.1.5.2. Suppliers will create and maintain a series of trackers that will provide rigorous administration for this audit trail, including:

- Technical Engagement comments tracker – to capture all comments received during formal technical engagement (scoping and

production phases), using exports from the FutureNHS comments database and any Excel template submissions received. The tracker should also capture critical analysis of the implications of the formal comments received and action taken as a result.
Bidders should allow for sufficient meetings to facilitate a line-by-line review of the comments and draft as required. On average, HBNs and HTMs can receive between 500-800 comments during Technical Engagement. However, some highly specialist safety critical documents have exceeded 3000 line item comments.

- Tier 2 engagement tracker – to capture all discussions with subject matter experts at Tier 2, along with critical analysis of what the implications are for the guidance and whether any follow-up actions or clarifications are required.
- Change Log – this should be created during the Scoping phase to capture changes from the previous version of the guidance, with a full rationale to justify the change, and be updated throughout the documents production. The final version of the change log should be issued with the published document to assist with monitoring updates, with key changes from the previous version of the guidance (where applicable) summarised in the main guidance document.

3.1.6. Added Value and Innovation

3.1.6.1. NHS England would like to improve the innovation seen in delivery of the Technical Standards and Guidance Programme.

3.1.6.2. Bidders are to use their initiative to identify in their delivery methodology how guidance scoping and production processes could be improved, how evidence-based best practice and new stakeholders could be identified and brought on board, and how innovation could improve the quality and credibility of the HBNs and HTMs being delivered.

3.2. Stakeholder Engagement

3.2.1. Suppliers will be expected to work with an extensive range of people. This will include clinical and technical stakeholders engaged through the tiered approach described below but also the other Suppliers appointed under this contract.

3.2.2. Tiered Approach

3.2.2.1. Suppliers are responsible for stakeholder engagement through the document scoping and production processes and must ensure a robust stakeholder management plan is in place for each document.

3.2.2.2. Suppliers should adopt the tiered approach to stakeholder engagement that has been successfully implemented during the previous contract, as follows:

3.2.2.3. Tier 1: Working Group

- Responsible for document production
- To be led by the SRO and include technical author, editor, healthcare planner, design and engineering leads, service leads (including clinical lead), the Devolved Nations and subject matter experts.

3.2.2.4. Tier 2: Specialist Advisors

- Provide advice and input on specific queries or content
- Typically include clinical and scientific leads, Access, Learning Disability and Autism workstream leads, Infection Prevention and Control leads (if not at Tier 1), etc

3.2.2.5. Tier 3: Standard Engagement

- Review drafts at Technical Engagement stage
- Include Future Standards Working Group, Academy of Medical Royal Colleges, Healthcare Infection Society, New Hospital Programme, National Estates Senior Leadership and Management Teams (SLT/SMT)

3.2.2.6. Tier 3: Topic-specific wider Engagement

- Targeted invitation to review drafts at Technical Engagement stage
- Typically include manufacturing bodies, interested Royal Colleges and another clinical institutions, wider clinical engagement, etc

3.2.2.7. NHS England are open to new approaches to engagement and ask Bidders to suggest refinements to this approach based on their experience and expertise if this will strengthen stakeholder management for the Technical Standards and Guidance Programme.

3.2.3. Identification of Stakeholders

3.2.3.1. Suppliers will work with relevant clinical and key professional stakeholders (such as the Devolved Nations, Institute of Healthcare Engineers and Estates Managers, Health Estates and Facilities Management Association, UK Health Security Agency, Health and Safety Executive, Healthcare Infection Society, Infection Prevention Society, relevant Royal Colleges, Healthcare Safety Investigation Branch, etc.) to ensure the published documents provide an exemplar source of guidance in relation to their subject area.

3.2.3.2. Bidders should provide evidence of their access to key clinical and professional groups and demonstrate understanding of the key stakeholders to target for engagement for the guidance topics within scope of this contract.

3.2.3.3. A key requirement of the programme is for the appropriate working groups to be set up by Suppliers to deliver the guidance to time and cost. NHS England resource is limited and whilst some support in establishing the working groups may be available, Bidders should cost for the full project management and engagement to achieve documents of an exemplar standard.

3.2.3.4. Where scoping is complete, NHS England has largely identified these groups and Suppliers will be responsible for overall delivery. We will ask Suppliers to critically appraise stakeholder lists and suggest any improvements based on their knowledge of the subject.

3.2.3.5. NHS England will assist Suppliers with access to internal NHS England clinical and technical leads where available, as well as New Hospital Programme (NHP) leads. However, Suppliers will be expected to administer and manage these interactions once introduced. Stakeholder management skills and the ability to field leads who are credible with specialist clinical or other specialisms are critical.

3.2.3.6. While relationships with some external Royal Colleges, the Academy of Medical Royal Colleges, Healthcare Infection Society are already established, the Suppler will be expected to know which bodies are relevant to a given topic area and take the lead in identifying potential contributors.

3.2.3.7. The proposed Supplier teams will be subject to approval by NHS England.

3.2.3.8. Proposed stakeholders will in the first instance be reviewed by NHS England but will also be subject to comment from the Future Standards Working Group.

3.2.4. Contact Directories

3.2.4.1. Suppliers will create a Contact Directory for each guidance document being delivered. These should be in Excel format, with one spreadsheet containing tabs for each HBN and another spreadsheet containing tabs for each HTM.

3.2.4.2. When stakeholders are identified as described in the previous section, they should be added to the contact directory for that document, grouped by engagement Tier.

3.2.4.3. As a minimum, the contact directory should include the following details:

- Name
- Job Title
- Organisation
- Organisation type
- Email address
- Telephone number
- Engagement role (e.g. member of Working Group, subject matter expertise, etc).

3.2.4.4. The live Master copy of the HBN and HTM contact directories will be held on the joint SharePoint site. Suppliers and NHS England will have joint responsibility to ensure the directories are always current and correct.

3.2.4.5. If any changes to the contact directory are required, the change made should be highlighted and the date and reason for the change recorded in a comments column. Any associated email correspondence regarding the change should be saved into the relevant folder on the SharePoint site.

3.2.4.6. Date stamped copies of the contact directories must be saved down by Suppliers at key points to create a robust audit trail. This will include at the point of scoping and production technical engagement consultation.

3.2.4.7. The contact directories should also capture meeting attendance by stakeholders, for an audit trail of their participation with creating the guidance. This will be administered by Suppliers.

3.2.5. Stakeholder Engagement and Communications Plan

3.2.5.1. Suppliers will produce a Stakeholder Engagement and Communications Plan for each guidance document. This should be produced as part of the scoping phase and updated when the document moves into production and/or when any key changes are required.

3.2.5.2. The standard NHS England template will be provided at contract mobilisation, but Suppliers are able to adapt this template if they feel it can be improved for the specific requirements of the Technical Standards and Guidance Programme as set out in this statement of requirements.

3.2.6. Engagement Meetings

3.2.6.1. Bidders should allow for sufficient meeting attendance with relevant stakeholder groups in the production of each document. The number of meetings will depend on the document complexity, the breadth of its scope and likely points of contention.

3.2.6.2. For the avoidance of doubt, it will be the Bidder's risk should more meetings be needed to complete a document. Bidders should demonstrate a strong understanding of the scoping and production process for the documents. Document quality cannot be compromised due to Bidder assumptions and resourcing issues associated with working group resources.

3.2.6.3. Bidders should allow for one in-person Working Group meeting with the remainder being online via MS Teams.

3.2.6.4. As well as formal Working Group meetings, Bidders should also allow for as many Tier 2 engagement meetings as necessary, to ensure everyone has the opportunity to input into drafts and follow up and clarify comments received. The volume of 1:1 or small group engagement meetings with specialists at Tier 2 will vary depending on the breadth and complexity of the guidance document being scoped or produced. These are likely to be online meetings via MS Teams. It should also be noted that specific operational and/or policy actions may increase the level of engagement at this stage.

3.2.6.5. The Bidder should also allow for SRO/Technical Authority meetings, which are regular meetings between the Bidder project team on a document (Technical Author, Technical Editor, PMO) and NHS England project team (Technical Authority for example architectural / design lead, NHS England Subject Matter lead where applicable) to track progress on guidance and ensure actions are carried out on programme. Depending on the document complexity and stage of document production, these could be up to weekly.

3.2.6.6. Suppliers will be responsible for ensuring all formal engagement meetings, both Working Groups or Tier 2 meetings, are adequately prepared for and an efficient use of attendees' time. The meeting format will include:

- Preparation of agenda and slide pack (Supplier responsibility), with input and sign-off from NHS England
- Framing of key questions by lead Technical Author and Technical Editor to ensure effective gathering of input

3.2.6.7. The Terms of Reference for formal engagement meetings will be updated and issued to all attendees when the key stakeholders are identified and agreed. These will set out expectations for attendees, including active participation in engagement meetings to inform document production, reviewing drafts and giving feedback, responding to queries with a consolidated position or advice after consulting with groups they are representing (where applicable).

3.2.6.8. Suppliers will produce comprehensive minutes for all engagement meetings, with the following contributions recorded in the relevant tracker:

- Any Actions must be recorded in the relevant Action Log
- Any assumptions must be recorded in the Assumptions Log
- Any comments that impact document content must be recorded in the Comments tracker, with the resulting assessment also noted when the comments have been analysed (e.g. incorporate into document text, request further clarification, reject if not consensus opinion).

3.2.6.9. See **Section 8** for Roles and Responsibilities for meeting secretariat and **Appendix 5** for a summary table of programme management artefacts.

3.2.6.10. When final drafts are produced, prior to circulation for technical engagement, Suppliers must go back to all those who contributed via Tier 2 or other engagement routes to provide the audit trail of how their comments and contributions informed the guidance.

3.3. Supplier Interface

3.3.1. Procurement of specialist Fire consultancy to progress production of HTM 05-01, HTM 05-02 and HTM 05-03 (known collectively as Firecode) is being taken forward as a separate lot, due to the highly-specialist technical expertise required.

3.3.2. Bidders may choose to bid for both Lot 1 and Lot 2 if they have the appropriate highly-specialist technical expertise in their supply chain, or Bidders may choose to bid for Lot 2 separately.

3.3.3. If a separate specialist Fire consultancy is appointed to deliver Lot 2, it is expected that they will interface with the Supplier(s) appointed to deliver Lot 1, to ensure programme and project management processes are aligned and information reporting are standardised between all Suppliers. This is essential to facilitate effective programme management.

3.3.4. NHS England will co-create a standardised approach to programme management with appointed Suppliers as part of contract mobilisation. This is likely to entail standalone meetings with each appointed Supplier and then a joint workshop to agree a common methodology and reporting timetable.

3.3.5. Bidders should provide examples of their current management information reports as part of their submission to demonstrate the quality of their programme management approach.

3.4. Core Deliverables: Scoping Phase

3.4.1. Overview

3.4.1.1. Under this contract Suppliers will produce a separate Scoping Report for each of the documents listed in Phases 1 and 3 where a Scoping Report is not available.

3.4.1.2. A fixed price for subsequent scoping of documents listed in Phase 5, based on assumed document complexity, is also required for budget planning purposes. Appointment of Phase 5 will be subject to a separate business case if in the future resources allow.

3.4.1.3. As noted in para 2.5.4, Suppliers will not be expected to provide updates to ADB but must price as a separate line item the cost of providing Component Sheets (Sheet 4 of RDS) for all new or updated rooms identified in the HBN's Schedule of Accommodation. The Component Sheet must include the equipping and component list as a minimum. Suppliers must ensure the Component Sheets are created by those with the correct specialist expertise in equipping, so they reflect the changes made in the guidance update and any revised assumptions around technology and innovation.

3.4.1.4. As noted in para 2.5.7, NHS England are carrying out an options appraisal on whether to continue to produce component sheets for new and updated HBNs and therefore require the price for Component Sheet production (including associated equipping expert resource costs) to be provided as a separate line item in the pricing spreadsheet.

3.4.1.5. Suppliers should set out in the Scoping Report their methodology for creating the necessary Component Sheets and a Schedule of Accommodation for any HBN guidance being produced. An example methodology is provided at **Appendix 6**.

3.4.1.6. Where applicable, Suppliers should also set out in the Scoping Report the outcomes of their gap analysis of existing ergonomic studies

against current requirements for the HBN and proposed methodology for carrying out any necessary ergonomic studies.

3.4.2. SCOPING CORE DELIVERABLE 1 (S-CD 1): Project Mobilisation

3.4.2.1. As part of project mobilisation, NHS England will provide a Project Mandate for each document to be scoped, setting out the high-level brief.

3.4.2.2. Suppliers will confirm the Technical Author and supporting team (including editorial and project management as well as the evidence reviewer if it is not the Technical Author) who will be producing the scoping report. They must be in place from mobilisation.

3.4.2.3. A Task and Finish group, comprising the Technical Author and/or person appointed to carry out the literature review, along with the document SRO and NHS England clinical or technical lead(s), with input from NHS England Knowledge Management team, will be assembled to framing the key research questions to be answered and select the appropriate evidence review methodology.

3.4.2.4. The Technical Author will advise and recommend on the first iteration of suitable and appropriate technical experts and stakeholders proposed to be involved in developing the Scoping Report, including their level of development, for agreement with NHS England and the SRO.

3.4.2.5. When agreed, the proposed Tier 1-3 nominated stakeholders will be approached by the Suppliers to check they are happy to take part in production of the Scoping Report and in what capacity. Suppliers will provide clear memorandums of understanding setting out the terms of their engagement with the Scoping Report process along with indicative timelines for technical engagement.

3.4.2.6. A Stakeholder Engagement and Communications Plan should be created by Suppliers, as per para 3.2.5.

3.4.2.7. Suppliers will provide a proposed structure and outline content for the scoping report for discussion and agreement with NHS England.

3.4.2.8. Suppliers will provide a confirmed programme that demonstrates how the project will be delivered to time and budget.

3.4.2.9. All project documentation, including working drafts and outputs listed above, will be shared via a MS SharePoint workspace that will be accessible by Suppliers but set up and access managed by NHS England as it will sit on their network.

3.4.3. SCOPING CORE DELIVERABLE 2 (S-CD 2): Undertake Evidence Review

3.4.3.1. As best practice guidance, the HBNs and HTMs must reference, reflect and respond to the following, where relevant:

- Evidence-based research (e.g. patient and staff safety, improving clinical outcomes and patient experience, efficacy of technologies)
- Current healthcare policy
- Clinical service specifications (specialist commissioning)
- Regulations, British Standards and ISO Standards
- Current national Government policy, legislation and regulations

3.4.3.2. In order to do so, comprehensive evidence reviews must be undertaken by Suppliers to inform each Scoping Report. To ensure credibility of the guidance, Suppliers must provide a suitably experienced and qualified person to carry out the evidence review in line with established protocols at a sufficient level of rigour.

3.4.3.3. The evidence review methodology required will be driven by the research questions to be answered. These will have been drafted by the Technical Author and Evidence Review Task and Finish Group as part of project mobilisation, but will be refined in consultation with NHS England, including Knowledge Management and subject matter experts.

3.4.3.4. The formal evidence review options which may apply, depending on the topic and associated research questions, are:

- Scoping Review
- Rapid Review
- Systematic Review

3.4.3.5. The Evidence Review Specification is set out in **Appendix 7**, with core standards that apply to each evidence review type as well as highlighting the different steps necessary between each review type.

3.4.3.6. A Rapid Review may not be the appropriate methodology for each document in Phases 1 and 3 but is assumed for pricing purposes.

3.4.3.7. For the purpose of pricing, Bidders should provide:

- The cost of carrying out a Rapid Review on the documents within Phase 1 and 3, as a separate line item;
- A price for each of the three evidence review options (Scoping, Rapid and Systematic Reviews) for documents within Phase 5, as a

separate line item to the Scoping price for Minor, Substantial and Major complexity documents.

3.4.3.8. NHS England will carry out a risk assessment of which documents may need a full Systematic Review or Scoping Review instead, putting contingency in place based on the prices submitted for the three evidence review options if the methodology selection is found to require adjustment as part of project mobilisation.

3.4.3.9. In addition to the formal evidence review, Suppliers will also identify best practice that needs to be considered in the document. This may be through published guidelines, policy statements, case studies, reports or guidance from professional bodies, and targeted liaison with relevant Royal Colleges, NHS England clinical workstreams, professional bodies and manufacturing associations.

3.4.3.10. If any ergonomic studies are required, they should be carried out by Suppliers as part of this core deliverable and the findings noted in the evidence review report.

3.4.4. SCOPING CORE DELIVERABLE 3 (S-CD 3): Produce Iterative Drafts of Scoping Report

3.4.4.1. The number of iterations of the draft Scoping Report will depend on the breadth and complexity of the guidance being scoped and the extent of clarity and consensus over what is included or excluded from scope.

3.4.4.2. Suppliers will be expected to deliver iterations that deliver the quality outcomes specified in this statement of requirements and proactively manage feedback and comments from stakeholders.

3.4.4.3. An appropriate number of iterations will be required to deliver a draft suitable for technical engagement (S-CD 4). After technical engagement, further iterations will be required to address comments raised by stakeholders and produce the final version of the Scoping Report for sign-off by NHS England (S-CD 5).

3.4.4.4. Scoping Report Contents:
A template for the Scoping Report is currently being updated and will be provided at contract mobilisation. The key headings and considerations are summarised below:

3.4.4.4.1. *Introduction*

- Reason for review/new document – as per Project Mandate
- Changes since the Project Mandate approved – capture changes in context or intention for the document

3.4.4.4.2. *Interdependencies* - any other guidance that may need to be updated at the same time to ensure alignment.

3.4.4.4.3. *Evidence Review* – outcomes of S-CD 2 to be included, with full review appended, and implications and recommendations for guidance production highlighted.

3.4.4.4.4. *Best practice review and recommendations*

- Outcomes of identification of best practice review set out in para 3.4.3.9 above, with implications for technical guidance production critically appraised and presented as recommendations.
- Recommendations on structure and document titles – any changes to the format or approach from a previous version of the document, including rationalisation of existing guidance and/or additional content.
- For HBNs, recommend an approach to production of schedules of accommodation and component sheets for that document.

3.4.4.4.5. *Table of Contents for document* – an initial proposed document table of contents, with summary comments against key headings.

3.4.4.4.6. *Stakeholders* – List of stakeholders and working group members for review and approval.

3.4.4.4.7. *Resource and Budget* – budget for production of the guidance, confirming resources needed to deliver the document.

3.4.4.4.8. *Risk assessment* – an initial assessment of risk and mitigations and creation of a Risk Register to be maintained during the project.

3.4.4.4.9. *Assumptions log* – an initial capture of assumptions and creation of an Assumptions Log to be maintained during the project.

3.4.4.4.10. *Programme*: Confirm a high-level project programme with key milestones and any interdependencies with other guidance documents within the scope. This is to include any anticipated support for equality or financial impact assessment.

3.4.4.4.11. *Impact Assessments* –

- Equality and Health Inequalities Impact Assessment (EHIA) – Suppliers will populate the standard NHS England EHIA template, supplied in **Appendix 8** along with supplementary guidance. Completion of the EHIA should commence at scoping and be updated throughout document production

before being finalised to be submitted as part of the NHS England publication approvals process.

- Finance Impact Assessment –Suppliers will provide ad-hoc Quantity Surveyor resource where necessary to support impact assessment of new guidance on capital costs, e.g. if revised schedules of accommodation include larger rooms or additional circulation allowances compared with previous versions.
- Carbon Reduction Impact Assessment – Suppliers will produce a Carbon Reduction Impact Assessment for each guidance topic. Bidders are asked to detail their methodology for producing these assessments in the Stage 2 questionnaire.

3.4.4.4.12. *Bibliography and End notes* – full references to any sources included in the Scoping Report.

3.4.5. SCOPING CORE DELIVERABLE 4 (S-CD 4): Scoping Technical Engagement

3.4.5.1. Following robust input from the agreed stakeholders, when the Scoping report draft is deemed ready for technical engagement by Suppliers, they will submit the draft to NHS England for sign-off to proceed.

3.4.5.2. When NHS England are happy to issue the draft Scoping Report for formal technical engagement, Suppliers will create a PDF version of the draft with line and paragraph numbers throughout the document to aid attribution of comments.

3.4.5.3. Suppliers will liaise with NHS England to ensure sufficient notice is given to stakeholders of the forthcoming dates for technical engagement, confirming their availability and willingness to participate and comment on the technical engagement draft.

3.4.5.4. The Scoping Report technical engagement draft will be issued to Tier 1-3 stakeholders for comment by NHS England via email. The draft will also be sent to the Future Standards Working Group, Devolved Nations, Academy of Medical Royal Colleges, Healthcare Infection Society and NHS England Estates and Facilities senior management team, as per agreed governance arrangements.

3.4.5.5. Consultees will be instructed to return their comments via a standard comments template (Excel spreadsheet). Marked-up comments of the PDF will not be processed.

3.4.5.6. The timeframe for the Scoping Report technical engagement process is Four weeks.

3.4.6. SCOPING CORE DELIVERABLE 5 (S-CD 5): Produce Final Scoping Report for sign-off

3.4.6.1. Suppliers will compile the comments received into a consolidated spreadsheet (see para 3.1.5.2 for details of the Technical Engagement comments tracker).

3.4.6.2. Suppliers will then critically appraise the comments received. The tracker spreadsheet will enable comments and feedback on the draft to be filtered by contributor or line / paragraph number so that thematic analysis can be undertaken.

3.4.6.3. Suppliers should group comments in terms of editorial or formatting, requiring clinical review, requiring technical review or similar and record the proposed plan for resolving the comments.

3.4.6.4. The Technical Author and Technical Editor will then review the consolidated comments with NHS England to identify any required actions to resolve conflicting comments or any lack of consensus.

3.4.6.5. When all comments have been resolved and the resulting impact on the document agreed, Suppliers will produce a final version of the Scoping Report and submit the final version for sign-off.

3.4.6.6. The final version will be checked by the NHS England Technical Authority (where available), Technical Standards and Guidance Programme Team and Future Standards Working Group. Suppliers will amend as necessary to take account of any required alterations to the final version as required by NHS England.

3.4.6.7. Prior to document sign-off by NHS England, if the Scoping Report identifies that the originally estimated document complexity is incorrect, Suppliers will discuss the impact with NHS England. A change control process will be implemented and the outcome recorded in the final Scoping Report.

3.4.6.8. When signed-off by NHS England, Suppliers will provide the final document in Word and PDF versions, ensuring all links and referencing within the document and functioning and accounted for.

3.4.6.9. The appendices to the final Scoping Report will include:

- The full report of the literature review
- The change log
- The Technical Engagement and Tier 2 engagement trackers, to demonstrate what action taken as a result of stakeholder contributions.

3.4.6.10. Suppliers will also produce a summary of the main engagement themes and outcomes, derived from the change log and engagement trackers, for circulation to all stakeholders who have participated in engagement to feedback to them the impact of their contribution to the Scoping report.

3.4.6.11. When signed-off and if requested, the Supplier, including the Technical Author and Technical Editor and any relevant subject matter experts, may be asked to provide a presentation on the final report. Bidders should allow for the associated costs as a separate item in their fee proposal.

3.5. Core Deliverables: Production Phase

3.5.1. The Suppliers will produce each of the documents listed in Phase 2 (Lot 1) and/or Phase 2 (Lot 2) above.

3.5.2. Suppliers may be appointed to produce the documents listed in Phases 4 or 6 should a business case be approved in the future if budget allocations change.

3.5.3. Overview: Inputs

3.5.3.1. Scoping Report: NHS England will provide the completed Scoping Reports for documents listed in Phase 1 where these are already completed – see **Appendix 3** for the Firecode scoping.

3.5.3.2. Should additional scoping documents be completed after the preferred Suppliers have been identified, Suppliers will be given the opportunity to review their assumptions based on the final scoping information. These may include HTM 07-02, HBN 00-07, HBN 03-01 and HBN 03-02.

3.5.3.3. Prior to the production phase, Suppliers will have produced the Scoping Reports for the remaining documents in Phase 1 where no extant scoping document is available.

3.5.3.4. The Suppliers will work with NHS England and the Working Group to assess the Scoping Report is still current and up to date if there has been any delay between scoping being concluded and document production commencing, to ensure it remains valid and robust.

3.5.4. Overview: Outputs

3.5.4.1. Published Document

3.5.4.1.1. Extant versions of documents are published on https://www.england.nhs.uk/estates/ and new guidance produced as part of this contract will also be published on this website.

3.5.4.1.2. NHS England are currently taking steps to produce all online information as accessible web content. This will mean creating and publishing fewer PDFs. Documents will be published as long form web content with automated PDF downloads. All content produced by or on behalf of NHS England must adhere to the NHS England Standard for creating health contact (see https://www.england.nhs.uk/tis/) and align with the Government Digital Service's (GDS's) accessibility regulations for public sector organisations (see https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps)

3.5.4.1.3. However, discussions are ongoing with the NHS England Content and Publishing Team on how this will impact the HBNs and HTMs, due to the complexities of making the documents accessible (e.g. architectural or engineering drawings and diagrams, data tables, etc). There are also technical issues around version control for citing of HBNs and HTMs in capital contracts which need to be resolved.

3.5.4.1.4. For the purposes of pricing, we are therefore asking Bidders to plan to deliver published documents in both Accessible .pdf format (fully typeset) and a word document for uploading as .html web content – see https://www.gov.uk/guidance/publishing-accessible-documents#creating-a-pdfa-for-archiving-purposes and **Appendix 9** word template for online content.

3.5.4.1.5. An approved Publication Concept Approval Form – to be completed and submitted by NHS England Concept approval form (sharepoint.com)

3.5.4.2. Schedule of Accommodation (HBNs only): As noted in para 3.4.1.3 above, the Scoping Report will set out the proposed approach to producing an updated Schedule of Accommodation for HBNs. This should be produced in Excel format and appended to the published document.

3.5.4.3. Component Sheets (HBNs only): Having set out methodology in Scoping Report, the Suppliers will now produce Component Sheets where required and ensure they are available for Technical Engagement. These should be produced in Excel format and appended to the published document.

3.5.5. PRODUCTION CORE DELIVERABLE 1: (P-CD 1) Project Mobilisation

3.5.5.1. Where scoping reports have been delivered by a previous supplier (see **Appendix 3**), Suppliers will need to critically review available information and satisfy themselves that all aspects are identified prior to starting production.

3.5.5.2. Bidders will be expected to understand the topics and the stakeholders involved.

3.5.5.3. The Suppliers shall confirm the technical authoring and editorial team who will be producing the new or revised guidance document. This will be captured in the updated Comms and Engagement Plan.

3.5.5.4. If this has changed from what proposed in the signed-off Scoping Report, the reasons will be discussed with the document SRO and recorded in the Change Log.

3.5.5.5. The Suppliers will review and, if necessary, propose amendments to the structure and outline content for the revised guidance document proposed in the Scoping Report for discussion and agreement with NHS England.

3.5.5.6. Suppliers will provide a confirmed project schedule that demonstrates how the project will be delivered to time and budget.

3.5.5.7. Suppliers will provide a confirmed list of the technical experts and stakeholders who will be working on the revision and, where necessary, identify where there are known gaps in technical knowledge and proposals to provide necessary resource to overcome them.

3.5.5.8. Suppliers will also provide the list of confirmed stakeholders who will comprise the Working Group and those who will be engaged and consulted with at Tier 2. All agreed stakeholders will be recorded in the Comms and Engagement Plan and Contact Directory for that document.

3.5.5.9. NHS England will issue the Working Group membership invitation letters and Terms of Reference to the proposed stakeholders. Suppliers will manage the responses to the invite and follow up with Working Group members to identify a suitable date and time for the inaugural meeting.

3.5.5.10. All project documentation, including working drafts and outputs listed above, will be shared via a MS SharePoint workspace that will be accessible by the Suppliers but set up and access managed by NHS England as it will sit on their network.

3.5.6. PRODUCTION CORE DELIVERABLE 2 (P-CD 2): Produce iterative drafts of guidance

3.5.6.1. Suppliers will produce drafts of each document for technical review by stakeholders. Drafts are expected to include:

- Best practice as evidenced, where available and relevant, through literature, available research and post project evaluation from a professional, regulatory and clinical perspective, with relevant references and links provided.
- Drawings informed by current ergonomic studies, where applicable.
- Relevant input from stakeholder user groups convened by the Suppliers, with relevant introductions where possible provided by NHS England.

3.5.6.2. Iterative drafts should be uploaded to the jointly accessed SharePoint site, with NHS England requirements on file naming conventions being followed for version control (see para 8.2.4 for more details).

3.5.6.3. The number of iterations of guidance drafts will depend on the breadth and complexity (technical and/or clinical) of the guidance being produced, the degree to which the subject is contentious or there are opposing opinions on what constitutes safe and best practice, and the subject matter experts involved.

3.5.6.4. As a minimum, NHS England would expect iterations at the following stages of document production:

- First production draft for Tier 1 and 2 comment
- Proposed Technical Engagement draft
- Approved Technical Engagement draft
- Updated draft post Technical Engagement
- Final draft for approval

3.5.6.5. Suppliers will be expected to deliver iterations that deliver the quality outcomes specified in this statement of requirements, with robust stakeholder management in place to aid resolution of contentious content.

3.5.6.6. Any significant changes to the document content should be recorded in the Change Log, with reasons for key edits included (especially for any moves away from the agreed Scope, with rationale captured).

3.5.6.7. Effective administration of stakeholder engagement is key, given the number of documents and stakeholders involved.

3.5.6.8. In addition to the requirements set out in **Section 3.2.6** Engagement Meetings above, the Suppliers will ensure that they proactively managed stakeholder input into drafts of the guidance, for example, responding to offers of input from Working Group members.

3.5.6.9. If Tier 2 or subject matter expert engagement meetings take place, the comments received must be critically appraised by those writing the document with a clear audit trail of how they have been considered by those authoring the document, going back with follow-up questions if comments are unclear. Suppliers must be able to demonstrate how engagement activity has informed iterative drafts, so the basis upon which the guidance is best practice can be evidenced.

3.5.6.10. Alongside production of iterative drafts of the guidance document, for a HBN the Suppliers should also create drafts of the Schedule of Accommodation and Component Sheets so they are available with sufficient time for the Working Group to review and comment on them.

3.5.7. PRODUCTION CORE DELIVERABLE 3: (P-CD 3) SRO and NHS England sign-off draft for Technical Engagement

3.5.7.1. When the Suppliers believe they have produced a draft guidance document that meets the agreed scope and is ready to be circulated for peer review during Technical Engagement, they will submit the Technical Engagement draft to NHS England for formal approval to circulate.

3.5.7.2. The SRO and NHS England Technical Standards and Guidance Programme team will review the technical engagement draft, alongside the Comments tracker, Assumptions and Change Logs so they can understand the rationale underpinning the new or revised guidance and how any key edits have been informed by engagement with stakeholders or the evidence base.

3.5.7.3. Suppliers will also ensure the Working Group are fully sighted on the Technical Engagement draft that they have contributed to. This may require a Working Group meeting prior to the launch of Technical Engagement, depending on how much work has been done on the document since the last Working Group meeting. This will require a presentation of the document, outlining key changes and how the guidance has been a refined as a result of their input and Tier 2 stakeholder engagement.

3.5.7.4. As well as the draft guidance document, for HBNs the Suppliers should ensure the schedule of accommodation is available for technical engagement review.

3.5.7.5. Component Sheets should also be prepared either for technical engagement or prior to completion of the final draft. Engagement on RDS is often challenging and Bidders should allow for running a facilitated review of RDS in a workshop format reviewing key elements with relevant clinical leads in order to ensure appropriate engagement and sign-off.

3.5.7.6. The EHIA, Financial and Carbon Reduction Impact Assessments should be updated in light of the Technical Engagement draft of the document. If there are any specific questions to stakeholders around equality and diversity or financial impact of the guidance, these should be flagged as specific questions on the technical engagement draft so views feedback can be obtained from stakeholders.

3.5.7.7. In preparation for Technical Engagement, NHS England will also review the latest version of the document Contact Directory and check the list of stakeholders who will be invited to take part. If any changes are required, these will be instructed via email to the Supplier, so the contact directory is correct at the key milestone of Technical Engagement. See para 3.2.4 for more details on contact directory version control.

3.5.8. PRODUCTION CORE DELIVERABLE 4: (P-CD 4) Technical Engagement

3.5.8.1. When the Technical Engagement draft has been signed-off, alongside the RDS and SOA, NHS England will configure the NHS England Technical Standards and Guidance Programme workspace on the FutureNHS platform for that guidance folder and upload the documents.

3.5.8.2. NHS England will then issue the invitation letter to the technical engagement stakeholders identified in the Contact Directory, along with the Future Standards Working Group members, Academy of Medical Royal Colleges, Healthcare Infection Society and NHS England Estates and Facilities senior management team.

3.5.8.3. Technical Engagement will be administered via the NHS England Technical Standards and Guidance Programme Hub, on the FutureNHS collaboration platform. Agreed users are invited to join the Hub from where they can download draft documents and enter comments into a comments database. NHS England will provide

Suppliers with administrator access to the FutureNHS workspace and Suppliers will be expected to contribute to the administration of the system for documents included in this procurement. However, ownership and management of the Hub will remain with NHS England.

3.5.8.4. Bidders may suggest improvements to the platform or alternatives but should be aware that use of the FutureNHS platform is the approach for external collaboration required in the NHS England Information Governance and Records Management policies. Use of the FutureNHS platform provides a full audit trail of interaction with the Hub and participation in technical engagement and enables draft documents to have a limited circulation to avoid their inappropriate use ahead of final publication.

3.5.8.5. The Technical Engagement period will run for at least 6 weeks. Longer consultation periods may be required for complex documents, which will be reflected in a revised programme and subject to joint agreement between NHS England and the Supplier.

3.5.8.6. When consultation has closed, Suppliers will download the comments received in the FutureNHS comments database onto the jointly administered SharePoint site.

3.5.8.7. The Supplier will then co-produce a Technical Engagement report with NHS England – see para 8.1.3.6 for details.

3.5.9. PRODUCTION CORE DELIVERABLE 5: (P-CD 5) Production of Final Version

3.5.9.1. Suppliers will add the Technical Engagement comments to the Comments tracker and analyse their impact on the final draft, including identification of key themes and consensus (or lack thereof) that will need resolution in the final draft. Impacts may be editorial or technical and may require follow-up action agreeing with NHS England.

3.5.9.2. The Supplier, including Technical Author and Technical Editor, will meet with the SRO and NHS England clinical or technical authority, to assess the first pass analysis of the technical engagement comments and jointly agree next steps and assign actions.

3.5.9.3. Bidders should allow for sufficient meetings to facilitate a line-by-line review of the comments and draft as required. On average, HBNs and HTMs can receive between 500-800 comments during Technical Engagement. However, some highly specialist safety critical documents have exceeded 3000 line item comments.

3.5.9.4. When any actions requiring clarification on comments made or their status have been resolved, Suppliers will work with NHS England to identify and agree the quorum of Working Group members to review the comments received from stakeholders.

3.5.9.5. Suppliers will then work with the Working Group to review the comments received, with a full record of any decisions made against each comment reviewed on the Comments Tracker to assist with future audits or challenges.

3.5.9.6. Suppliers will assess any equality or financial impacts arising from the changes to the draft guidance and update the EHIA, Financial and Carbon Reduction Impact Assessment documents (which were initiated at Scoping and updated prior to Technical Engagement), ensuring impacts of implementing draft guidance are clear and known.

3.5.9.7. When all actions relating to comments have been resolved, the Supplier will produce a final draft document to accommodate the accepted comments, as agreed by the Working Group. Suppliers will submit a final version to the Working Group for final checking, prior to submission to the FSWG and NHS England for approval.

3.5.9.8. For HBN documents, the final version will include finalised versions of the component sheets and schedule of accommodation, in Excel format, fully informed by ergonomic studies and drawings.

3.5.9.9. Suppliers will also produce a summary of the main engagement themes and outcomes, derived from the change log and engagement trackers, for circulation to all stakeholders who have participated in engagement to feedback to them the impact of their contribution to the final version of the guidance.

3.5.10. PRODUCTION CORE DELIVERABLE 6: Publish (P-CD 6)

3.5.10.1. When the final draft has been signed-off by NHS England, Suppliers will provide the approved final document in the required formats. These are currently assumed to be the following but are subject to change as set out in section 3.5.4.1 above:

- Typeset accessible .pdf
- Excel spreadsheets for updated Schedules of Accommodation and Component Sheets
- HTML version in NHS England word template for upload as web document

3.5.10.2. All formats must meet the necessary accessibility requirements set out in **Appendix 4**, with an accessibility check carried out to ensure the

published guidance is suitable for users of assistive technology. All embedded hyperlinks and references within the document must be functioning and accounted for in the Bibliography.

3.5.10.3. All stakeholder contributions should be acknowledged and referenced where necessary.

3.5.10.4. Suppliers will ensure final versions of the guidance document and appendices are uploaded to the joint SharePoint site, including the Word and InDesign versions, so NHS England can make any necessary amendments during the publications approval process.

3.5.10.5. Suppliers should also upload the final version of the Comments tracker with full audit trail included.

3.5.10.6. The NHS England Technical Standards and Guidance team will submit the document for approval via the NHS England publications approval process.

3.5.10.7. Once approved for publication, Suppliers should prepare training materials including webinars to assist with the launch and dissemination of the new or updated guidance.

3.5.10.8. Bidders should provide a price per document based on an assumed baseline requirement of 2 webinars and a briefing paper, as a separate line item against this deliverable.

3.5.10.9. NHS England would welcome suggestions on ideas and innovation on what additional training could add value when guidance documents are published. Proposals can be submitted with separate costings but will not be scored.

4. Desirable Requirements

4.1. Digitalisation and Commercialisation of Guidance

4.1.1. The minimum and mandatory requirements above outline that Bidders must ensure the documents are able to be digitised and published in the agreed digital format. Beyond digitisation of the guidance, i.e. making guidance content available in an electronic, digitised format, NHS England are looking to understand the feasibility of digitalisation of the guidance content in a way that provides value-added digital functionality as a desirable requirement.

4.1.2. Previous legal advice confirmed that NHS Improvement were unable to commercialise the guidance and this legal advice is currently being refreshed following the merger with NHS England. Bidders should assume that the guidance itself must continue to be made freely available through the NHS England website.

4.1.3. NHS England are intending to carry out a scoping exercise to engage with guidance users and identify how they use the guidance, what 'pain points' there are and how things could be improved to facilitate interaction with the guidance documents. This will focus on identifying problems rather than jumping to digital solutions, to provide a case for change and basis for subsequent options development and appraisal.

4.1.4. Alongside exploration of the potential for commercial opportunities arising from digitalisation of the Technical Standards and Guidance Programme intellectual property, recognising the ADB database was divested from the Department of Health in 2017, NHS England wish to understand the potential for creating equipping and briefing tools using the intellectual property held in the guidance content in the future.

4.1.5. Implementation of any digital platform or solution would require development and approval of a separate business case and legal confirmation that NHS England can charge users to access value-added digital functionality.

4.1.6. It is desirable that Bidders have access to the relevant expertise to input into a digitalisation project should this progress in the timeframe of this contract, e.g. experience of commissioning or delivering web-based interactive content or platforms.

4.1.7. As part of their submission, Bidders are asked to provide a commentary on how the guidance documents could be subsidised through exploitation of the intellectual property associated with the Programme through

digitalisation. This submission will not be scored but is a mandatory part of the submission and is outside the page count for the assessed tender.

4.2. Ongoing Safety-Critical Literature Reviews

4.2.1. Alongside the core deliverables outlined in **Section 3** above, NHS England want to explore the opportunity to put in place a rolling programme of evidence reviews and minor updates for patient safety critical HTMs on the topics of Water, Ventilation, Fire, Decontamination and Medical Gases.

4.2.2. As part of their submission, Suppliers are asked to provide a price for the following:

4.2.2.1. An annual scoping literature review on the safety critical topics, checking changes in the evidence base since the last evidence review was carried out.

4.2.2.2. The fixed price for a scoping evidence review submitted against Scoping Core Deliverable 2 in para 3.4.3.7 above would apply to this item. For Lot 2, which does not include mandatory Scoping core deliverables, a fixed price for this deliverable should be provided on the Desirable Option cost tab of the Commercial Questionnaire.

4.2.2.3. An annual gap analysis of extant HTM guidance on the safety critical topics against the latest evidence base and grey literature. A fixed price for this gap analysis is required as a mandatory separate line item but will not be assessed or scored.

4.2.3. The requirements listed in 4.2.2. above are split between Lots as follows:

4.2.3.1. Lot 1 Supplier(s) to carry out annual scoping literature review and associated gap analysis on the following topics:

- Water
- Ventilation
- Decontamination
- Medical Gases

4.2.3.2. Lot 2 Supplier to carry out annual scoping literature review and associated gap analysis on Fire only.

4.2.4. If any interim changes to the HTMs are required as a result, the Supplier will be instructed to create a Technical Bulletin (see **Section 13.3**). As ad hoc work, the rate card requested in para 13.3.5 would apply to any next steps resulting from the annual scoping literature review and gap analysis.

4.2.5. This annual programme of reviews would be expected to commence 1 year after the publication of new guidance, if published in the last 12

months, or at a time to be agreed with NHS England for documents published more than 12 months ago.

4.2.6. Appointment of this rolling programme of safety critical HTM reviews is outside the scope of the current approved business case subject to additional NHS England approvals. As such, at this time it is a desirable rather than mandatory requirement. The prices submitted against para 4.2.2.2 will not be scored but are a mandatory part of the submission to assist in budgeting for the NHS England change control process.

5. Timescales and Implementation

5.1.1. It is anticipated that the Suppliers will be appointed in October 2023, subject to internal approvals. The contracts will then run for 4 years.

5.1.2. All core deliverables for documents in Phases 1-3 should be delivered within the 4 years of the contract.

5.1.3. A programme will be agreed during contract mobilisation and will be reviewed on a monthly basis.

5.1.4. NHS England anticipate a 12-week initial contract mobilisation period following contract award. Bidders are asked to submit a mobilisation plan setting out their approach to this period as part of their submission.

5.1.5. Suppliers are required to be able to put in place their proposed resource within this timescale to ensure delivery of agreed outputs before the end of the 2023/24 financial year.

5.1.6. A mobilisation meeting will be held in person at Wellington House, 133-155 Waterloo Road, South Bank, London, SE1 8UG.

5.1.7. At this meeting, NHS England will confirm with the Suppliers:

- Required format and deadlines for project and programme management reporting (see **Section 8** below)
- Project mobilisation timeframes for Year 1 deliverables
- Schedule of meetings for Year 1
- Setting up of SharePoint site access for document sharing
- Invoicing forecast for Year 1

5.1.8. The existing contract with the incumbent provided will end on 1st October 2023.

5.1.9. There will be a period of time when the incumbent supplier may be completing work commenced under the existing contract in parallel to the new contract being appointed and mobilised. However, no work is anticipated to transfer from the current to the new Supplier.

6. Location

6.1. The NHS England base location and address of where the Services will be carried out is Wellington House, 133-155 Waterloo Road, South Bank, London, SE1 8UG. Suppliers may also need to travel to Quarry House, Quarry Hill, Leeds, LS2 7UE on occasion. However, the majority of NHS England team members are currently working from home in accordance with government guidance.

6.2. It is anticipated that most, if not all, of the engagement, will be virtual, and therefore travel to locations across England is likely to be limited. There may be a limited need to meet with some of the stakeholders to facilitate mobilisation and do some elements of the stakeholder management – this will be agreed with the successful Suppliers at project mobilisation for each document.

6.3. All travel expenses to be included in Suppliers' costs and there will be no additional charge to NHS England.

6.4. Where meetings are held at NHS England offices (Wellington House or Quarry House), guest access will be facilitated by members of the NHS England Technical Standards and Guidance Team.

6.5. The appointed Supplier teams will be based at their own premises and NHS England will not be responsible for any expenses incurred, nor will NHS England be responsible for the cost of any materials produced by the team at the Supplier's premises.

7. Roles and Responsibilities

7.1. Authority Responsibilities

7.1.1. The overall programme reports via the Head of Technical Guidance to the joint Senior Responsible Officers:

- [redacted], NHS Estates and Facilities, NHS England.
- [redacted] NHS Estates and Facilities, NHS England

7.1.2. Delivery progress will be managed by the [redacted], who has overall responsibility for delivery of the programme.

7.1.3. Programme Management responsibilities held by NHS England include:

- Access to and management of the NHS England Technical Standards and Guidance Programme Hub on the FutureNHS web platform, for

sharing draft documents externally with stakeholders for technical engagement.

- Access to and management of the SharePoint site for internal document sharing with Suppliers.
- Management and administration of the Future Standards Working Group.
- Addition of corporate risks to the NHS England CoreStream risk register where appropriate.
- Facilitating publications approval through the NHS England governance process.

7.1.4. Stakeholder Management responsibilities held by NHS England include:

- Introductions to relevant NHS England working or clinical reference groups where relevant to the topic. Suppliers should ensure that they have access and understanding of relevant clinical and professional leads as necessary and should not rely on NHS England having access to the relevant stakeholders. However, NHS England will facilitate this where possible.

7.1.5. NHS England will allocate a Contract Manager within the NHS England Commercial Directorate to discharge NHS England's responsibilities around contract management, including issuing contracts and contract change notices (where applicable) for signature.

7.1.6. NHS England's Technical Standards and Guidance Programme team will ensure their attendance at the meetings set out in **Section 8**.

7.1.7. NHS England will be responsible for performing quality assurance on all aspects of the Programme.

7.2. Supplier Responsibilities

7.2.1. Suppliers shall appoint an Account Manager to oversee the work and liaise with and report to the NHS England Contract Manager as required by NHS England.

7.2.2. Programme Management responsibilities held by Suppliers include:

- Delivery of the project and programme management outputs listed in **Section 8**.
- Attendance at meetings set out in Sections 8.1.1 and 8.2.1
- Have an appropriately sized PMO team to manage and administer the various guidance projects within the scope of the overall delivery programme, delivering comprehensive and high-quality programme management support to ensure delivery of guidance.

7.2.3. Stakeholder Management responsibilities held by Suppliers include:

- Provision of proactive and robust stakeholder management, meeting the requirements set out in **Section 3.2**.
- Provide evidence of stakeholder involvement with scoping and production of new or revised guidance, demonstrating positive engagement buy-in to revision of guidance with a full audit trail of sound stakeholder management.

7.2.4. Contract Management responsibilities held by Suppliers include:

- Provision of timely and ongoing evaluation and quality assurance information relating to the programme.
- Provision of reports on progress as outlined in Sections 8.1.2 and 8.2.2and budget as per para 8.1.2.3.
- Monitoring the quality of the service provision to ensure customer satisfaction in accordance with the key performance indicators outlined in **Section 9** below and the Contract, unless otherwise approved by the Contract Manager.
- Provide a report on progress in delivering the requirement to the Contract Manager monthly in accordance with a standard format to be agreed with NHS England.

8. Management Information and Governance

8.1. Programme Management

8.1.1. Programme Governance

[redacted]

8.1.2. Core Meetings

8.1.2.1. The existing governance arrangements for the Technical Standards and Guidance Programme, including the meeting cadence, is to continue with the new Suppliers.

8.1.2.2. A Quarterly Programme Board meeting will be held with the Programme Senior Responsible Owner, to provide them with an update of progress with programme delivery and escalate any issues requiring

SRO decisions to resolve. Supplier core teams and NHS England Technical Standards and Guidance Programme team will jointly agree the meeting agenda, but the responsibility for the meeting secretariat sits with the Suppliers.

8.1.2.3. A Monthly Programme Update meeting is held with the NHS England Head of Policy -Estates and Facilities and Technical Standards and Guidance Programme Team to review programme progress, as well as review of the Risk Register and status updates for each document being progressed. Suppliers will be responsible for administering the meeting and preparing the update reports for the Monthly meeting, in a format to be agreed with NHS England in line with their onward reporting requirements.

8.1.2.4. A Fortnightly Operational Meeting will be held between the Supplier core teams (including PMO) and the Technical Standards and Guidance Programme Team, to review in detail outstanding actions on the Programme Action Log and to identify any issues or risks requiring escalation.

8.1.2.5. The Future Standards Working Group (FSWG) is a longstanding advisory group and key part of existing governance for the programme. It is managed and administered by the NHS England Technical Standards and Guidance team. It aims to:

- Consider new additions to the NHS Estates Technical Standards Programme, prioritising requests for technical standards against agreed objectives and criteria.
- Provide a forum for initial stakeholder engagement on the NHS Improvement EFM Technical standards programme.
- Provide an expert neutral forum to consider the need for technical standards in order to inform the NHS England Estates and Facilities SMT underpinned by the necessary technical rigour.

8.1.2.6. Suppliers will be expected to attend the FSWG on a quarterly basis and obtain relevant feedback and input as necessary to the documents over the course of their production.

8.1.2.7. Supplier Finance Leads and Account Managers will be required to meet with the [redacted] on a regular basis to review invoice forecast and budget position. The frequency of these meetings will be established at mobilisation.

8.1.3. **Management Information and Reporting**

8.1.3.1. Suppliers will provide the meeting secretariat for the meetings listed in para 8.1.2.1 to para 8.1.2.4, including preparation of meeting agendas,

minutes, progress reports and maintenance of the associated PMO artefacts listed in para 8.1.4.2 below. NHS England will provide the meeting secretariat for the Future Standards Working Group only.

8.1.3.2. The key information required in the progress reports for the Monthly and Quarterly meetings will be co-created between NHS England and the Suppliers. The format and detail of the reporting templates will be agreed at mobilisation based on NHS England requirements at that time.

8.1.3.3. Anticipated key programme management metrics will include % progress against programme for each core deliverable for each document, capturing baseline and actual dates, with narrative on reasons for any programme slippages, to enable a Programme dashboard to be created for assurance purposes.

8.1.3.4. In addition, Suppliers will provide data against the key performance indicators listed in **Section 9** within their management information reports on quarterly basis, with data for each individual document available.

8.1.3.5. Suppliers will submit monthly Budget reports, including invoicing forecast, in line with NHS England contract management requirements. A standardised format and submission dates will be agreed with appointed Suppliers at contract mobilisation in line with NHS England reporting requirements.

8.1.3.6. Following Technical Engagement, Suppliers will produce an audit trail of the engagement activity, including data from FutureNHS on who the engagement draft went to, who it was viewed and downloaded by, who submitted comments, the volume of comments received, and how this segmented in analysis – for action, clarification or rejection. The Technical Standards and Guidance Programme Team will be able to assist with downloading activity data from the FutureNHS workspace to feed into the report, but responsibility for analysing comments received lies with Suppliers.

8.1.3.7. As part of Lessons Learnt from the current contract, NHS England recognise programme delays may be attributable to circumstances beyond Supplier's control, including delays arising from NHS England resource constraints or approval processes. These are being addressed through a review of the governance arrangements to build on improvements to processes made to date.

8.1.3.8. As part of the key management information reported to the Monthly and Quarterly meetings, a process will be put in place whereby Suppliers

can escalate any concerns they may have around performance against KPIs where action is required by NHS England to address barriers to delivery that are their responsibility. This mechanism will be agreed between NHS England and appointed Suppliers during contract mobilisation.

8.1.4. **Programme Management Office (PMO)**

8.1.4.1. All key project and programme artefacts are to be produced and maintained by the Suppliers and be saved in the joint SharePoint folder so Suppliers and NHS England can both access them. See **Appendix 5** for proposed structure, to be confirmed at contract mobilisation.

8.1.4.2. The key PMO artefacts include:

- Project Initiation Document – responsibility of Suppliers
- Master Programme (in MS Project format), incorporating all individual project programmes to inform resource planning and identify pinch points.
- Project Programmes for individual documents (to feed into Master Programme) – in MS Project format, with all core deliverables and associated actions delineated.
- Programme Action log (overarching Programme-wide actions or those that require escalation to the Programme governance meetings)
- Risk Register
- Assumptions Log
- Contact Directories – in MS Excel format, separate tab required for each guidance document, one spreadsheet for HBNs and one for HTMs.

8.1.4.3. NHS England can provide the latest standard templates available for these artefacts at contract mobilisation, apart from the Contact Directories which will need to be co-created with the Supplier as they are specific to the Technical Guidance Programme.

8.1.4.4. The Suppliers will maintain the live versions of the project programmes (in standard MS Project format, to enable incorporation of individual documents into a master programme) on the SharePoint site.

8.1.4.5. They should be updated for each monthly or quarterly meeting, with any specific delays highlighted at weekly meetings depending on their proximity to the monthly meeting.

8.1.4.6. Suppliers should archive snapshot versions of the programmes into the relevant folder on SharePoint before they are updated for the monthly

and quarterly meetings, so there is an audit trail of changes made over time.

8.1.4.7. Programmes must align with the core deliverables for each document, with sufficient granular detail to allow NHS England to track progress.

[redacted]

8.2.2. **– Core Meetings:**

8.2.2.1. Suppliers will need to attend the following project meetings, depending on whether the document is in scoping or production phase:

- SRO meetings, with document NHS England SRO (Technical Authority), Technical Standards and Guidance Team and any NHS England clinical leads where applicable. These can be weekly at project mobilisation and key stages of delivery, or less frequently depending on the document stage.
- Working Group meetings (production phase) – see Section 3.2.6 and Section 3.5 for details

- Tier 2 engagement meetings / 1:1s with Subject Matter Experts – see Section 3.2.5 and Section 3.5 for details

8.2.3. **Management Information and Reporting**

8.2.3.1. Suppliers will provide the meeting secretariat for the meetings listed in para 8.2.2.1 above, including preparation of meeting agendas, minutes, progress reports and maintenance of the associated PMO artefacts listed in para 8.1.4.2.

8.2.3.2. For each individual guidance document, Suppliers will maintain a Comments tracker, capturing all comments received from stakeholders. These may be generated by formal engagement activity (e.g. Technical Engagement process, Tier 2 engagement meetings) or informally (e.g. comments made at FSWG meetings, clarification emails with clinical or technical subject matter experts in response to queries raised at meetings). The comment, along with its source, implications and action taken as a result, must be robustly captured to provide a full audit trail of how engagement comments have informed the guidance. This is essential for answering queries about the guidance, including Parliamentary questions or from coroners, in the future when the project team will have moved on.

8.2.3.3. As well as minuting meetings, Suppliers are responsible for creating and updating Action Logs for each individual guidance project. These action logs are more operational and granular than the Programme Action Log referred to in para 8.1.3.2, to capture task-and-finish activities generated with document-specific project meetings listed above.

8.2.4. **Naming Conventions**

8.2.4.1. For all digital files, Suppliers must follow NHS England Knowledge Management file naming conventions – see **Appendix 10**.

8.2.4.2. To effectively control the status of a document, and to enable us to tell whether a document is a draft or final document, it is important to ensure this is indicated in the document name:

- Use DRAFT after the title to indicate draft versions
- Use FINAL after the title to indicate final versions
- Use [MASTER]/[MAIN] for documents that are in continual use (e.g. a team decision register of annual leave) but are the authoritative version of the document.

8.2.4.3. Use decimal numbers for version control of drafts (e.g. v0.1, v1.1) and whole numbers to indicate the version is final (e.g. v2.0).

9. Performance and Measurement

Services that KPI relates to	*REF*	*Description of KPI*	*Measurement*	*Service Level Target*	*Service Credit Applicable*
Production of Guidance that is High Quality with Minimal Ambiguity	TSG-01	Quality of drawings produced for new or updated HBN guidance (where applicable) is in line with expectations set out in Section 3.1.	% of drawings (per guidance document) accepted as good quality with no ambiguity and ergonomic studies assessed and updated where required.	≥ 80%	Applicable (Document basis)
	TSG-02	Guidance that is well written and edited, with a clear structure and the context and reasoning included for recommended best-practice, in line with expectations set out in Section 3.1.	% of drafts (per guidance document) which are accepted as high quality and not rejected, including the required context and rationale, clear logical flow and good grammar and readability.	95%	Not Applicable
Production of Guidance that is High Quality from application of Critical Thinking	TSG-03A	Quality of engagement meeting outputs (Tier 2 engagement trackers, Technical Engagement comments trackers, action log and meeting minutes), in line with expectations set out in Section 3.1.	% of meeting outcomes (engagement trackers, action logs or minutes) for each guidance document, uploaded to SharePoint within 1 week of meeting taking place.	≥ 90%	Applicable (Document basis)
	TSG-03B		% of tracker line items (actions and assessment of comments) for each guidance document, signed off by NHSE QA check without requiring amendment.	≥ 85%	Not Applicable
	TSG-04	Stakeholder satisfaction with engagement process, in line with expectations set out in paragraphs 3.4.6.10 and 3.5.9.9.	% of stakeholders who have received feedback on the impact of their comments (per guidance document).	100%	Applicable (Document basis)
Production of Guidance that is High Quality as a result of excellent	TSG-05	Identification of stakeholders in line with Section 3.2.3.	% of stakeholders on each document contact directory proposed by Suppliers (via S-CD-3 contact directory development).	≥ 75%	Applicable (Document basis)

Services that KPI relates to	REF	Description of KPI	Measurement	Service Level Target	Service Credit Applicable
Stakeholder Management	TSG-06	Proactive stakeholder management that maximises participation in engagement.	% of agreed stakeholders who comment on technical engagement drafts (via FutureNHS activity data for each guidance document).	50%	Not Applicable
Publication of Guidance that is High Quality and well received	TSG-07	Positive participant evaluation of launch training webinars.	% of launch event attendees giving positive feedback on individual guidance documents (rating the webinars 3 or above on 5pt scale).	≥ 75%	Applicable (Document basis)
	TSG-08	End-user evaluation of published guidance.	% of respondents giving positive feedback on individual guidance documents (rating the guidance 3 or above on 5 pt scale) via survey questionnaire 6 months after publication.	≥ 75%	Applicable (Document basis)
Provision of Financial information on time to enable NHS England assurance of cash flow and budgetary management	TSG-09	Monthly Budget reports, including invoice forecast for financial year, submitted in line with agreed timetable. NHS England able to incorporate data into internal reporting for Director and CCO assurance.	% of budget reports submitted to agreed monthly programme dates.	100%	Applicable (Programme)
	TSG-10	Provision of accurate budget forecast, with explanatory notes where targets will not be met for the month.	% variance of submitted invoices against agreed forecast	+/- 10%	Applicable (Programme)
Management Information & Governance: Reporting	TSG-11	Provision of agreed programme data reporting in agreed format to required timescales, to populate NHS England assurance dashboard.	% of management reports submitted 5 days prior to Monthly and Quarterly governance meetings.	100%	Applicable (Programme)
	TSG-12	Quality of project and programme management outputs and interface with NHSE PMO functions.	% of updated project and programme schedules uploaded to SharePoint folder in line with agreed reporting deadlines.	100%	Applicable (Programme)

Services that KPI relates to	REF	Description of KPI	Measurement	Service Level Target	Service Credit Applicable
Social Value	TSG-13	Contribution to NHS Net Zero Carbon targets.	Carbon impact assessment provided for each guidance document prior to publication.	100%	Not Applicable
	TSG-14	Use of apprenticeships to build technical guidance capacity and capability.	Number of apprentices and annual workforce data on use of Apprenticeship levy or equivalent in relation to the Technical Guidance programme.	≥ 1 apprentice	Not Applicable

These KPIs will be implemented in line with Schedule 9 (Service Credits) within the Terms and Conditions.

10. Contract Term

10.1.1. The initial contract term is 4 years, with the option to extend by 1 additional year.

10.1.2. 3 months' notice will be given of any contract extension.

10.1.3. A contract extension may be required, for example, where additional time is required to complete a document which has commenced scoping or production within the first 4 years of the contract and needs to be finished by that Supplier. This would be a time-only extension.

10.1.4. Any extension will be dependent on NHS England requirements and review of the Technical Standards and Guidance Programme.

11. Budget

11.1.1. The contract value for Phases 1 to 3 shall not exceed [redacted]

11.1.2. The annual budget shall not exceed [redacted] per financial year.

11.1.3. The contract cap, for Phases 1 to 6, is set at £7,885,000.

11.1.4. Payment will be made on completion of each core deliverable specified in this statement of requirements, as follows:

Output	Scoping	Description	Production	Description
CD-1	20%	Project Mobilisation	20%	Project Mobilisation
CD-2	25%	Evidence Review	25%	Iterative Drafts
CD-3	25%	Iterative Drafts	5%	Sign-off for TE
CD-4	10%	Technical Engagement	20%	Technical Engagement
CD-5	20%	Final Scoping Report for sign-off	25%	Production Final Draft for sign-off
CD-6	-	-	5%	Final Publication document

12. Sustainable Development Requirements

12.1. Evergreen sustainable supplier assessment

12.1.1. The Evergreen sustainable supplier assessment will be a voluntary tool for suppliers to engage with the NHS on their sustainability journey and to understand how well they are doing against current and future milestones in the NHS Net Zero Supplier Roadmap. It will serve as a pathway for communications and data gathering between suppliers and NHS decision

makers across NHS organisations and will provide a mechanism for Suppliers to showcase the sustainability work they are doing.

12.1.2. The assessment is being piloted ahead of wider rollout in 2023. Suppliers will be scored based on the degree that they show leadership in sustainability in line with the NHS sustainability ambitions. See https://www.england.nhs.uk/greenernhs/get-involved/Suppliers/.

12.1.3. Although not yet launched, due to the duration of the contract for the Technical Standards and Guidance Programme, we ask that suppliers consider alignment with this framework when it is rolled out later in 2023.

12.2. Carbon Reduction

12.2.1. Although the requirement for a Carbon Reduction Plan against PPN 06/21 does not apply to this contract value, the Technical Standards and Guidance Programme requires that appointed Suppliers work with us to ensure the guidance contributes towards achievement of NHS England's targets around Net Zero Carbon.

12.2.2. There are two ways in which the Programme can contribute to carbon reduction:

- Through incorporation of carbon reduction considerations and recommendations as a golden thread throughout the guidance topics included in Phases 1-6, embedding appropriate evidence-based best practice to drive carbon reduction across the NHS Estate
- Through the delivery methodology for scoping and production of the guidance itself.

12.2.3. NHS England would like Suppliers to calculate the anticipated carbon reduction for the NHS in implementing updated technical guidance against the existing published guidance. This will include the calculation of the impact of new technologies, systems and/or processes which aim to reduce carbon specified during the update process.

12.2.4. Bidders should therefore detail how their approach to delivering the guidance within this contract will reduce their carbon footprint and contribute to the NHS achieving its Net Zero Carbon targets (https://www.england.nhs.uk/greenernhs/a-net-zero-nhs/).

12.3. Apprenticeships

12.3.1. NHS England are keen to build the next generation of technical expertise within Estates and Facilities Management across the NHS in England, particularly through the use of apprenticeships.

12.3.2. For an example of how apprenticeships are being provided in the NHS in Estates and Facilities roles see B1525-letter-nhs-estates-and-facilities-workforce-apprenticeship-challenge-22-23.pdf (england.nhs.uk)

12.3.3. Bidders should detail how through this programme of work they will contribute to building capacity and capability in production of estates technical guidance, especially through the use of the Apprenticeship Levy or other apprenticeship-style schemes in both existing and additional posts, and how in this process you will ensure equality of opportunity.

13. Flexibility and additional services or transformation

13.1. Two Suppliers

13.1.1. NHS England is seeking to appoint two Suppliers to deliver Lot 1 of the NHS Technical Standards and Guidance Programme. The Tier 1 Supplier will be the primary Supplier for all services associated with Lot 1. NHS England reserves the right to approach the Tier 2 Supplier to deliver services that Tier 1 Supplier is unable to fulfil due to capacity, conflict of interest or under-performance.

13.1.2. For avoidance of doubt, NHS England will appoint the highest scoring Bidder in the evaluation of Lot 1 as the Tier 1 Supplier, and 2nd ranked Supplier will be appointed as a Tier 2 Supplier for Lot 1.

13.1.3. This does not impact the appointment of an additional Supplier to deliver Lot 2 of the Estates Technical Guidance Programme, due to its specialist nature.

13.2. Reprioritisation

13.2.1. As noted in para 2.2.13 and para 2.6.6.3, there may be a requirement for NHS England to amend the agreed priority documents set out in Phases 1-6 in response to urgent requirements to update guidance outside of the agreed Top 40. This may be in response to patient safety critical incident, HSIB or Coroner's report, or at Ministerial request.

13.2.2. In these instances, following confirmation of available budget, NHS England would follow the agreed Change Control process and Suppliers would be given up to six weeks mobilisation period and appointed to provide either:

- Scoping Document
- Document Production (if scoping has already been completed at a different time)

- or both of the above.

13.2.3. In each case the Core Delivery requirements outlined in **Section 3.4** and **Section 3.5** would apply as appropriate.

13.2.4. If required, these are anticipated to be individual commissions, called down as required. The price would be as per the agreed fixed prices for a minor, substantial or major update.

13.3. Technical Bulletins and Ad Hoc Work

13.3.1. There are instances where NHS England are required to issue interim guidance to the NHS which are not an update to existing HBN or HTM guidance. The agreed mechanism for such interim updates is an NHS Estates Technical Bulletin (NETB).

13.3.2. As well as use for minor amendments to existing guidance that do not require a full update to the whole guidance document, they can also be used to provide editorial support to enable work produced by other professional bodies be formally adopted by NHS England and issued to the service.

13.3.3. NHS England shall have the option to call off a number of days for production of NETB or other minor guidance amendments such as refreshing terminology or references to statutory provision. Suppliers should ensure ad hoc resource can be available on a two week lead time.

13.3.4. NHS England recognise that the scope of each individual NETB and the associated fee proposal will be subject to negotiation with the Supplier based on the scope and extent of the NETB and a fixed price is therefore not feasible.

13.3.5. Bidders are therefore asked to submit a rate card that can be used to cost a NETB if NHS England are required to call-off this additional service.

13.3.6. The timing and statement of work for ad hoc work, including the number of days required, will be agreed between NHS England and the Supplier at the outset of the work and/or during the course of the Programme.

13.3.7. Suppliers must ensure they can provide suitably skilled resource to undertake ad hoc work including NHS Estates Technical Bulletin production, in line with the expectations set out in **Section 3.1** above.

13.3.8. For the avoidance of doubt, required skills for ad hoc work include:

- Credibility and relevant technical skills as set out in **Section 3.1.2**
- Provision of a full audit trail as set out in **Section 3.1.5**

- A robust approach to stakeholder engagement and management as set out in **Section 3.2**
- Ability to amend extant documents offering appropriate technical editing and authoring skill.
- Delivery of NHS Estates Technical Bulletins and amended publications that meet the NHS England accessibility and web-publishing requirements set out in **Appendix 4**.

14. Glossary

Acronym	Meaning
ADB	Activity Data Base (see https://www.talonsolutions.co.uk/)
CQC	Care Quality Commission
EFM	Estates and Facilities Management
EHIA	Equality and Health Inequalities Impact Assessment
FM	Facilities Management – management and maintenance of buildings
FSWG	Future Standards Working Group
Hard FM	Maintenance and management of building physical structures including engineering infrastructure
HBN	Health Building Notes
HIP	Health Infrastructure Plan
HSE	Health and Safety Executive
HSIB	Healthcare Safety Investigation Branch
HTM	Health Technical Memoranda
HTML	Hypertext markup language, standardised system for tagging text files to achieve font, colour, graphic, and hyperlink effects on web pages
IFE	Institution of Fire Engineers
ISO Standards	International Organization for Standardization
MHRA	Medicines and Healthcare products Regulatory Agency
MS	Microsoft
NAHFO	National Association of Healthcare Fire Officers
NETB	NHS Estates Technical Bulletin
NHP	New Hospitals Programme
P21, P22, P23	ProCure Framework agreements
PDF	Portable Document Format (Adobe Acrobat)
PFI	Private Finance Initiatives
PMO	Programme Management Office
RDS	Room Data Sheet
SLT	Senior Leadership Team
SMT	Senior Management Team
Soft FM	Maintenance and management of buildings carried out by people, e.g. cleaning and security
SOP	Standard Operating Procedure
SRO	Senior Responsible Owner
TSG	Technical Standards and Guidance

15. Appendices

Appendix 1: Prioritisation Process	Appendix 1 Prioritisation Proces
Appendix 2: Prioritisation rationale comments 1-26	Appendix 2 Prioritisation ration
Appendix 3: Firecode Scoping Public Final v3.0	Appendix 3 Firecode Scoping Pu
Appendix 4: NHS England Content & Publication guidance	Appendix 4 NHS England Content &
Appendix 5: Programme and Project Management artefacts	Appendix 5 Programme & Projec
Appendix 6: Example approach to creating a Schedule of Accommodation	Appendix 6 example approach t
Appendix 7: Evidence Review Specification	Appendix 7 Evidence Review Sp
Appendix 8: NHS England Equality Health Inequality Impact Assessment template	Appendix 8 Equality and Health Inequali
Appendix 8A: Developing EHIAs Guidance Notes March 2020	Appendix 8A Developing EHIAs G
Appendix 8B: 20220621 NHSE EHIA supplementary training	Appendix 8B 20220621 NHSE EHI
Appendix 9: NHS England MS Word Online content template – Dec 2022	Appendix 9 NHSE Online content tem
Appendix 10: NHS England Naming Convention and Version Control	Appendix 10 NHS England Naming Co

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 1 – Delivery Methodology and Approach to Delivering the Requirements: Project Management

Please outline your proposed delivery methodology to meet each of the project management requirements for Scoping and Production core deliverables as outlined in the specification (see Sections 3.4 and 3.5).

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 2 – Delivery Methodology and Approach to Delivering the Requirements: Programme Management

Please outline your proposed delivery methodology to meet each of the programme management requirements as outlined in the specification (see Section 8) and enable delivery of the Technical Standards and Guidance Programme outputs.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 3 – Guidance Quality and Credibility

Please outline your Quality plan to ensure the core required outputs are delivered in line with the quality and credibility expectations set out in the statement of requirements. Suggestions can be included for how delivery of the requirements of the Programme can be improved upon.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 4 – Delivery Team Composition and Capability

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 5 – Planning, Resource and Rationale

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 6 – Social Value

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 1 Question 7 – Social Value

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 1 – Delivery Methodology and Approach to Delivering the Requirements: Project Management

Please outline your proposed delivery methodology to meet each of the project management requirements for Production core deliverables as outlined in the specification (see Section 3.5).

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 2 – Delivery Methodology and Approach to Delivering the Requirements: Programme Management

Please outline your proposed delivery methodology to meet each of the programme management requirements as outlined in the specification (see Section 8) and enable delivery of the Technical Standards and Guidance Programme outputs.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 3 – Guidance Quality and Credibility

Please outline your Quality plan to ensure the core required outputs are delivered in line with the quality and credibility expectations set out in the statement of requirements. Suggestions can be included for how delivery of the requirements of the Programme can be improved upon.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 4 – Delivery Team Composition and Capability

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 5 – Planning, Resource and Rationale

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 6 – Social Value

[redacted]

[redacted]

[redacted]

[redacted]

NHS England

NHS Estates Technical Standards and Guidance Programme

Response to Lot 2 Question 7 – Social Value

[redacted]

[redacted]

[redacted]

[redacted]

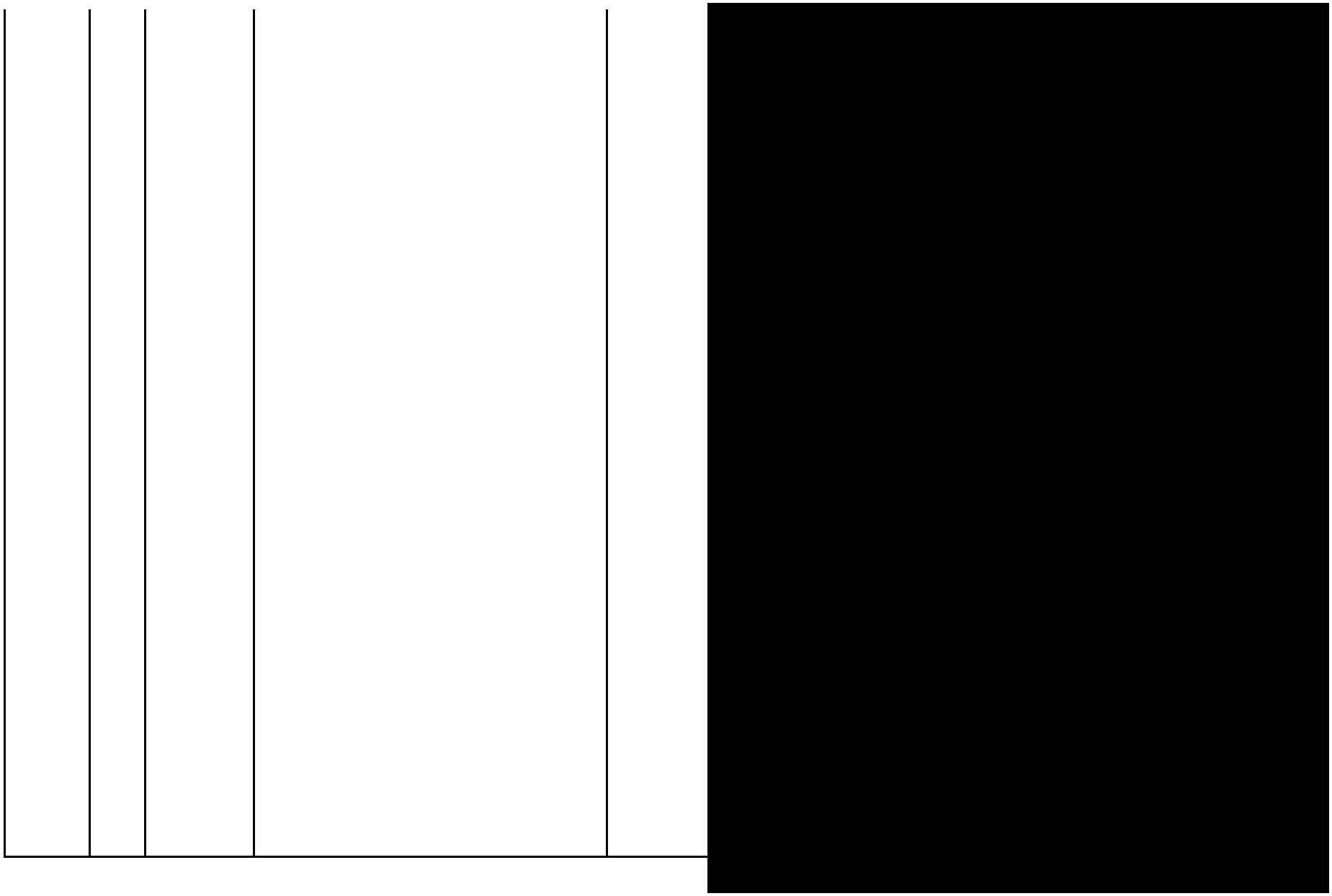
[redacted]

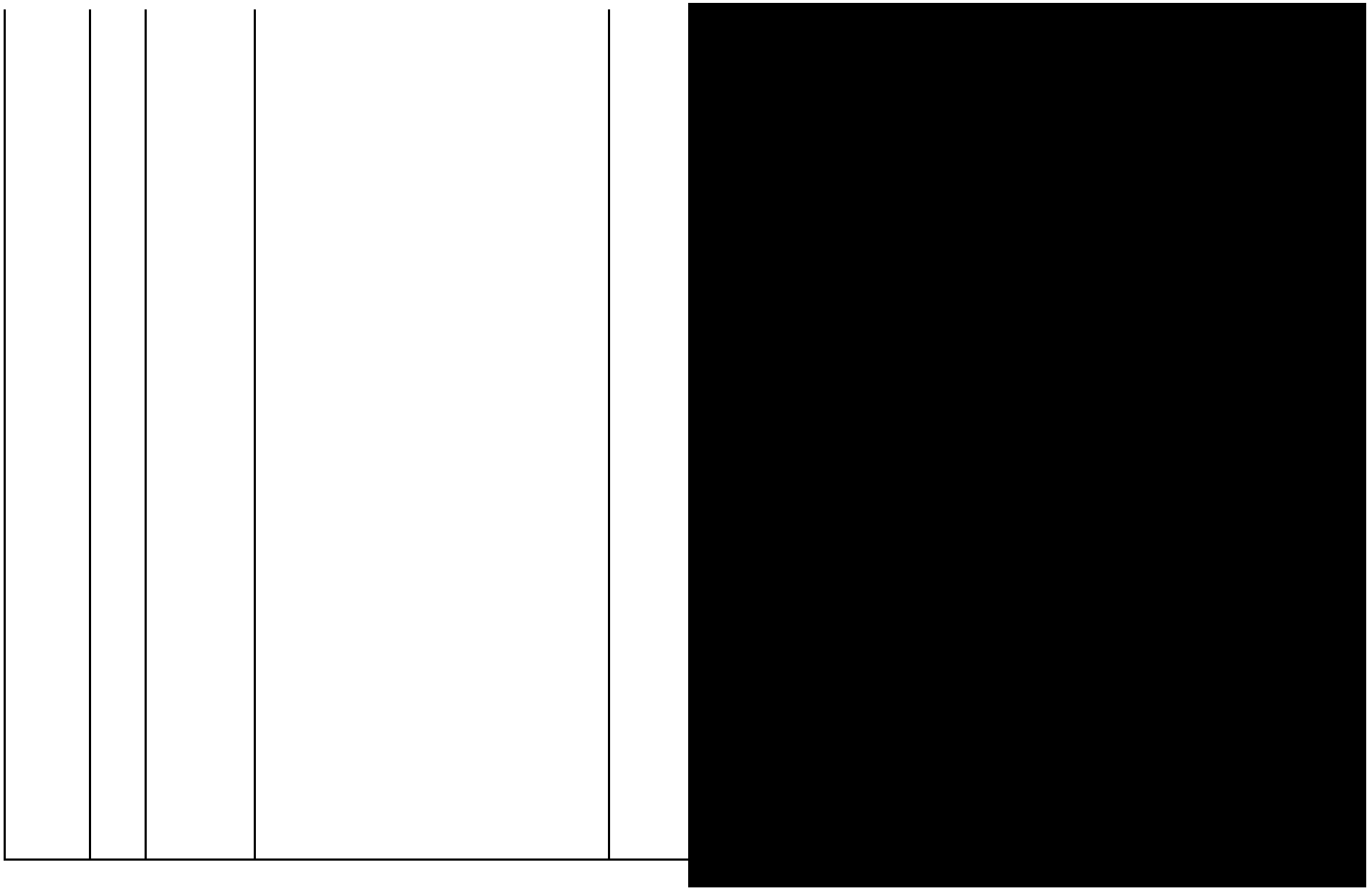
[redacted]

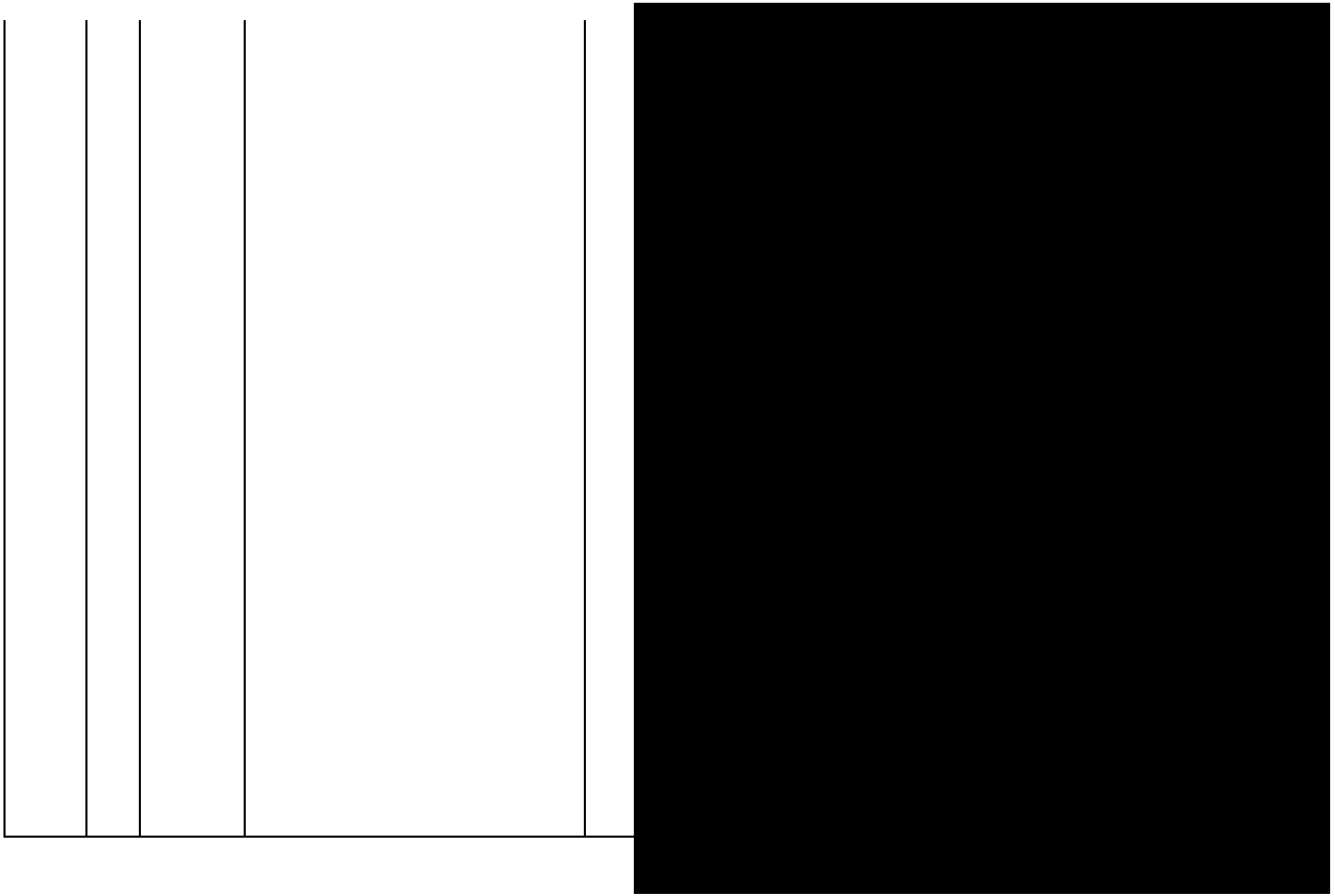
Clarification questions

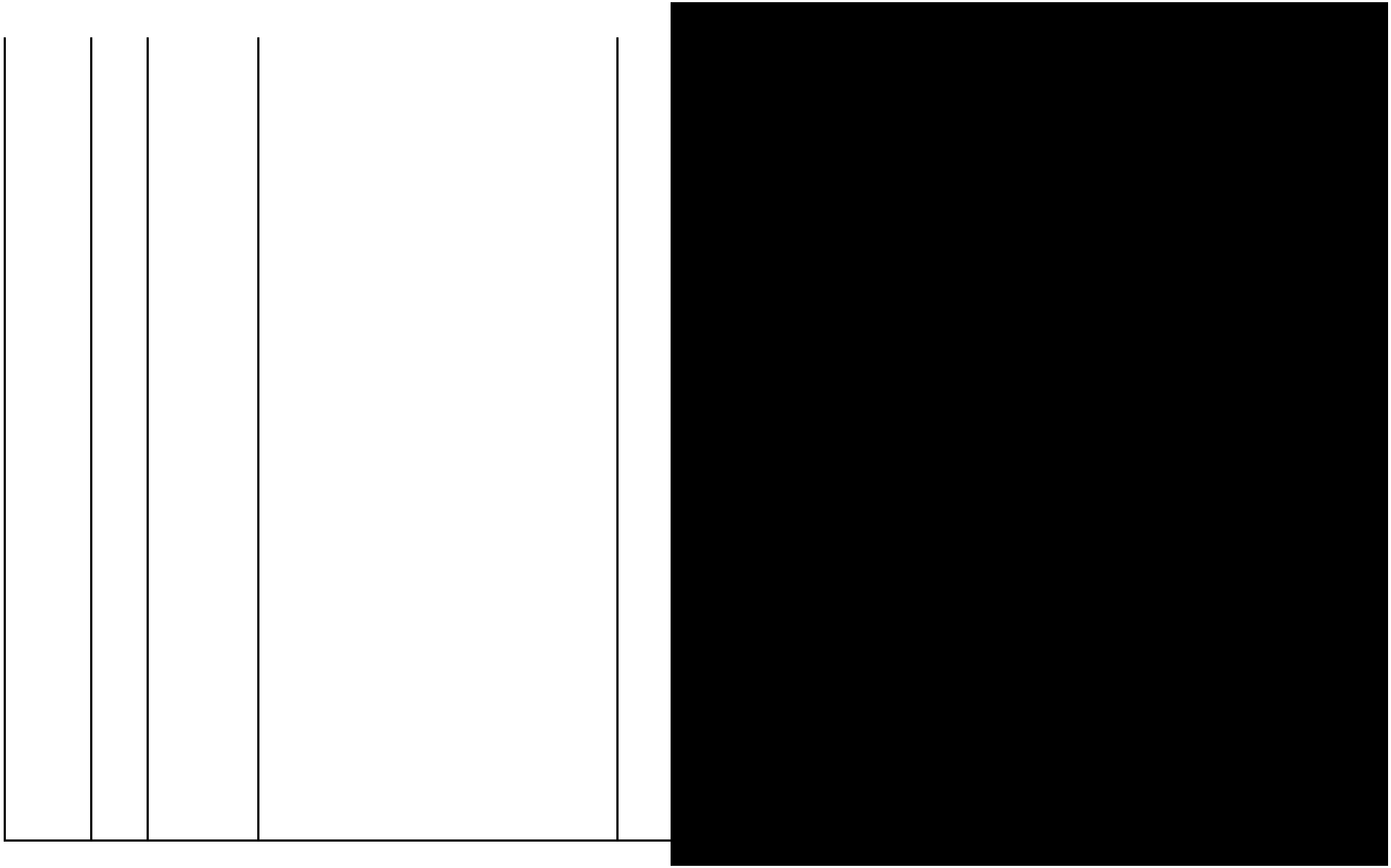
Stage 2 Questionnaire Clarification Questions - TECHNICAL

Client Initials	Lot	Question	Question	Interview or written via Atamis?	ARCHUS RESPONSE
[redacted]	1	SSQ Q2	How will you bring evidence from elsewhere to check and challenge technical conflicts and differences of opinion?	Written	[redacted]



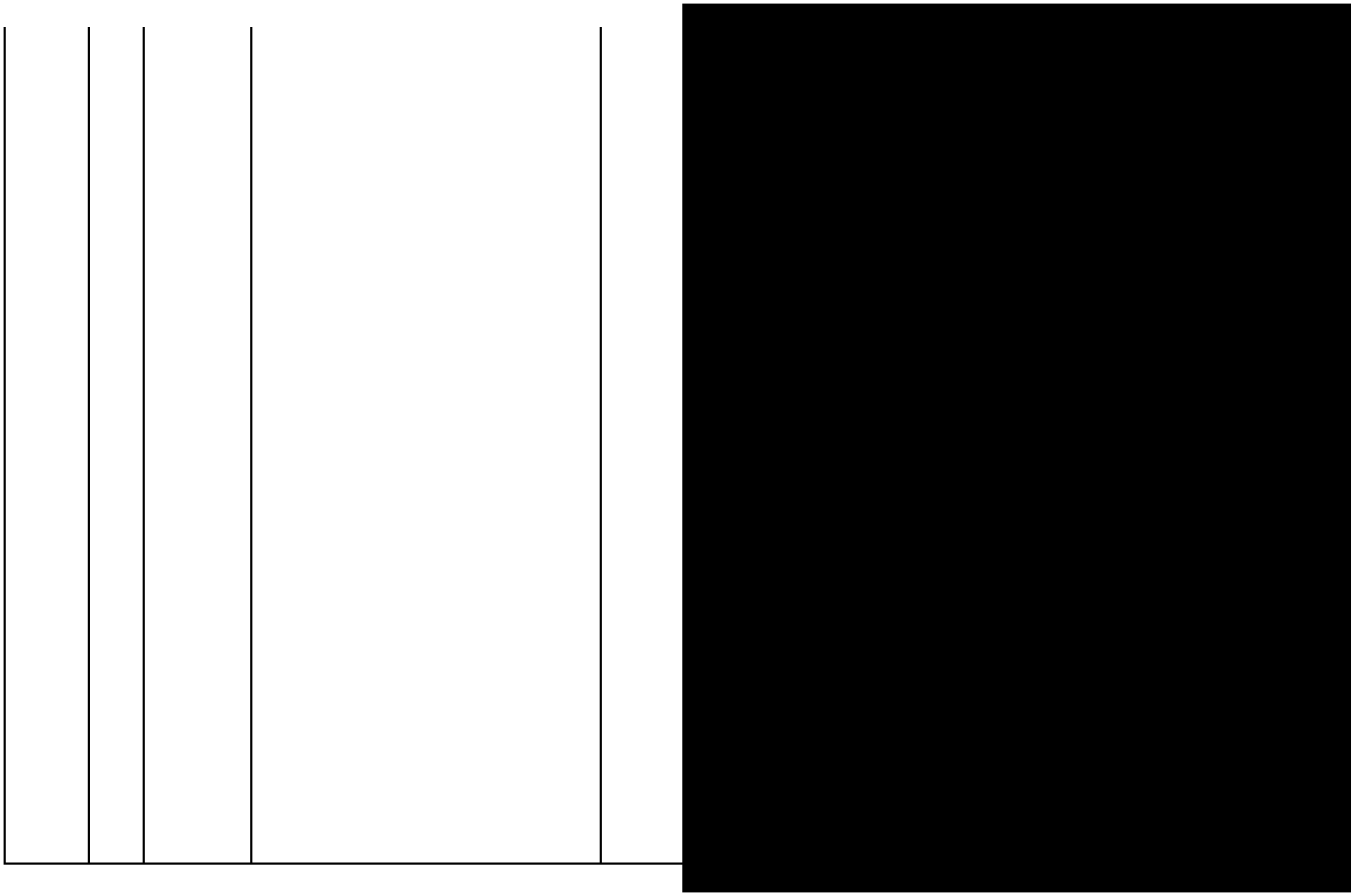

[redacted]

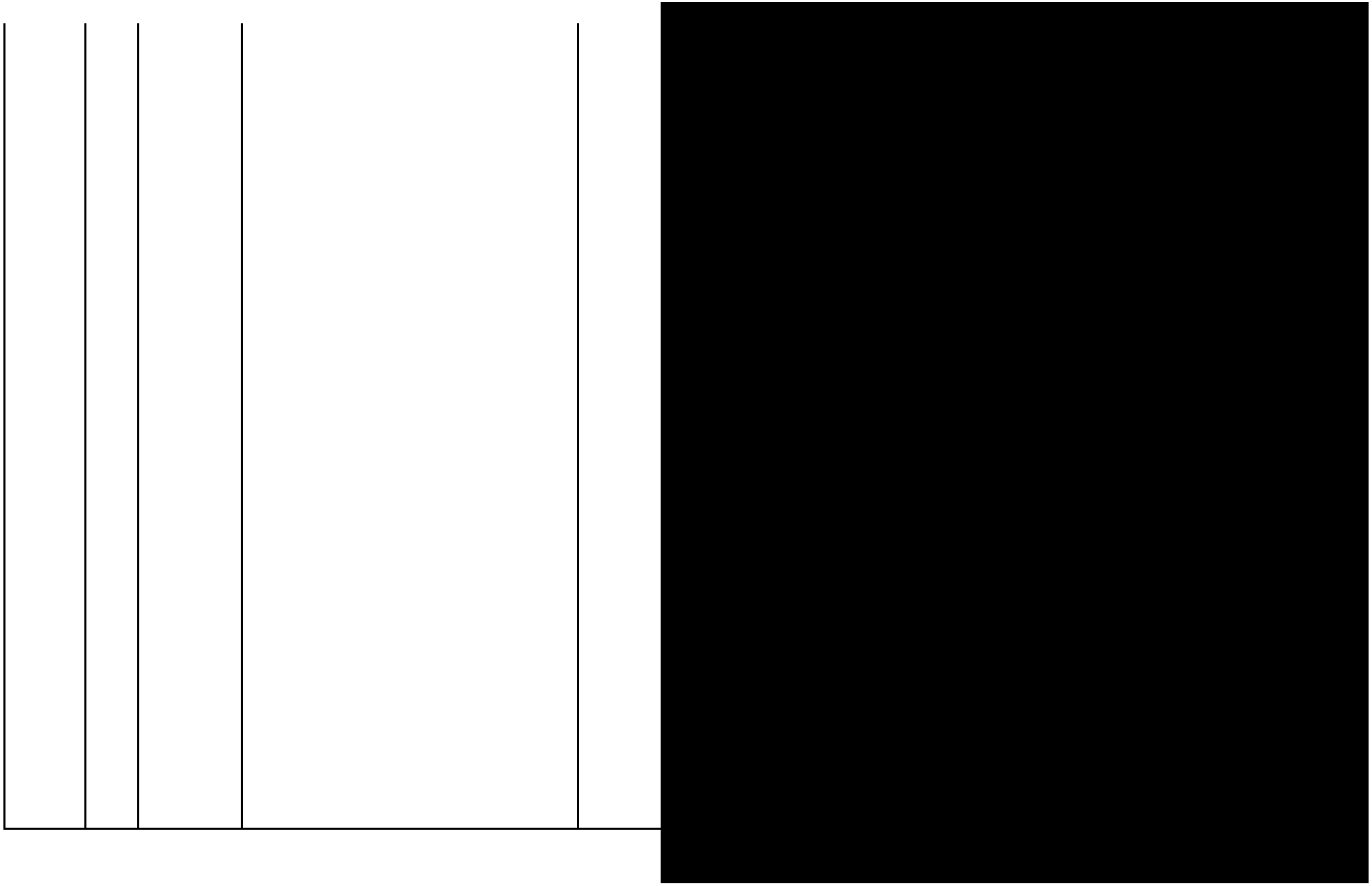


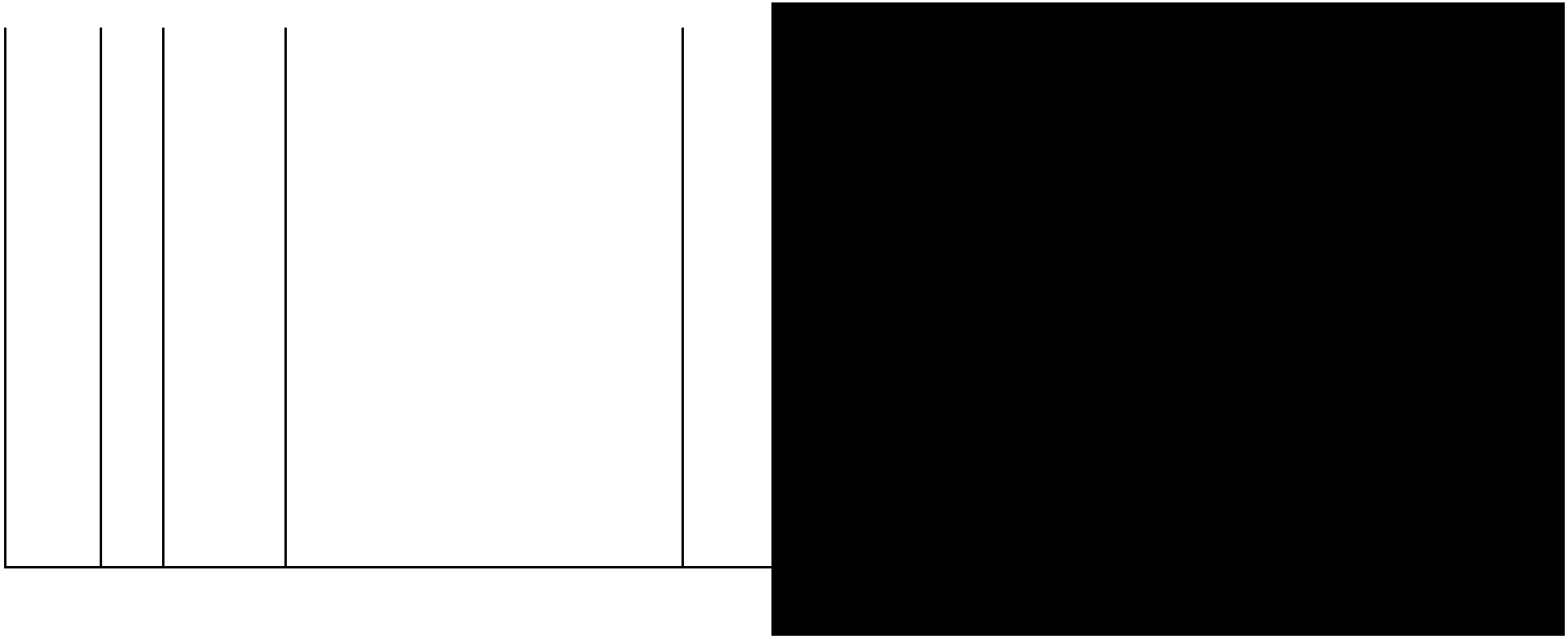


[redacted]	1	1	Footnote 1 states you can provide your full stakeholder map/matrix in excel on request. Please can this be supplied.	Written	[redacted]

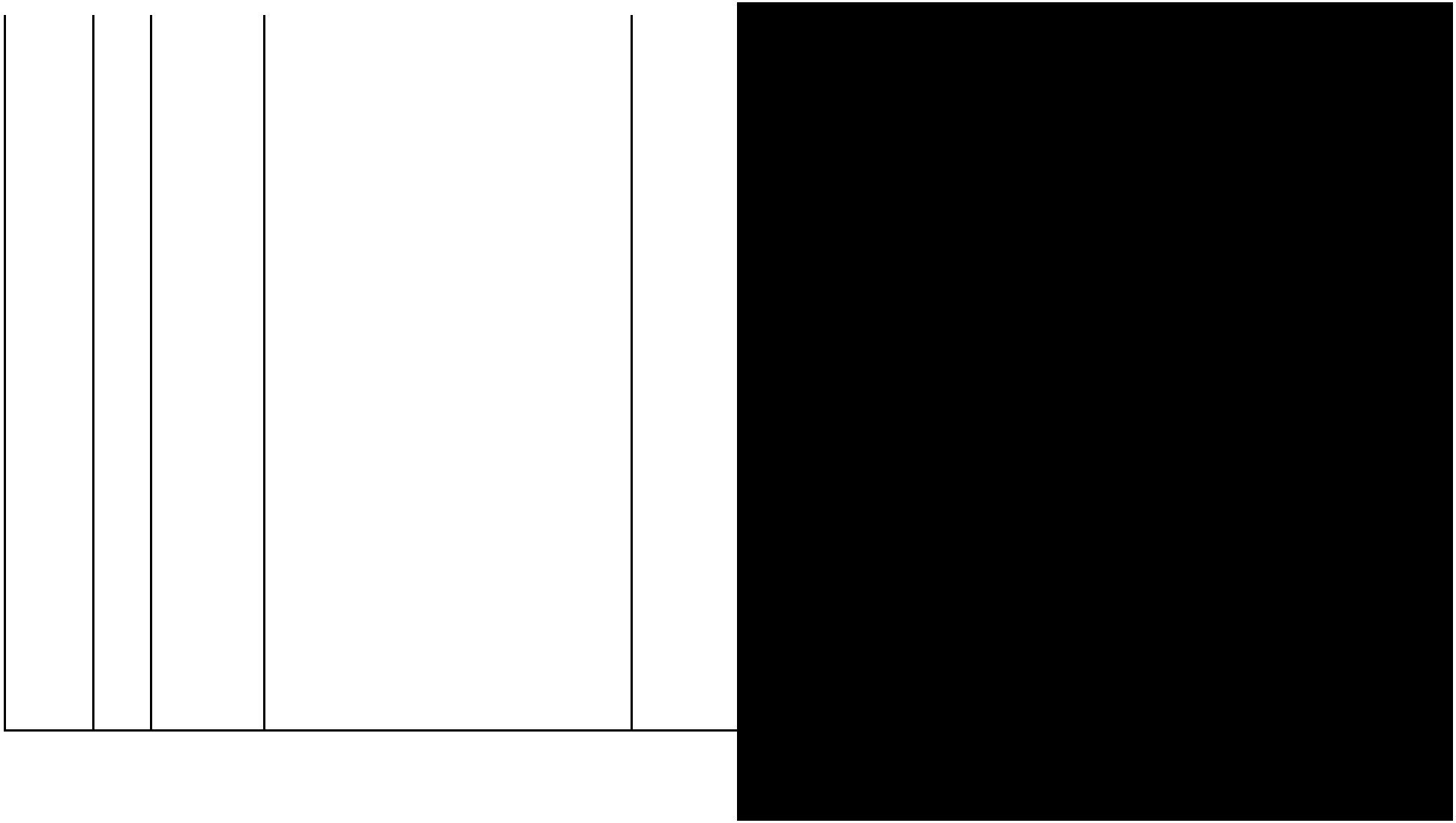
[redacted]	1	1	Please can you clarify the methodology you would use to map the identified stakeholders against specific document topics? Fig 4 appears to show ticks across all documents and not adjusted by subject.	Written	[redacted]



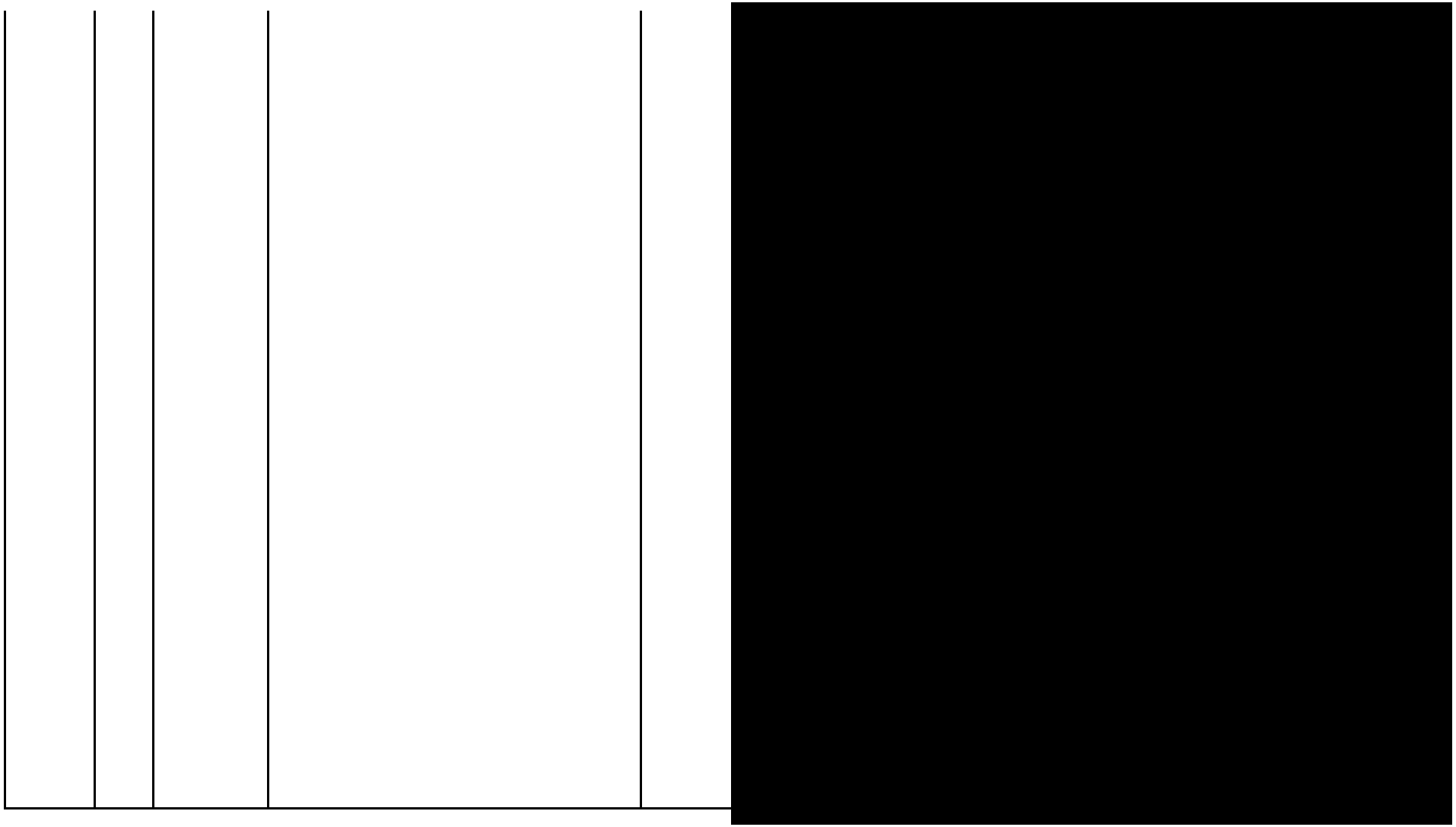


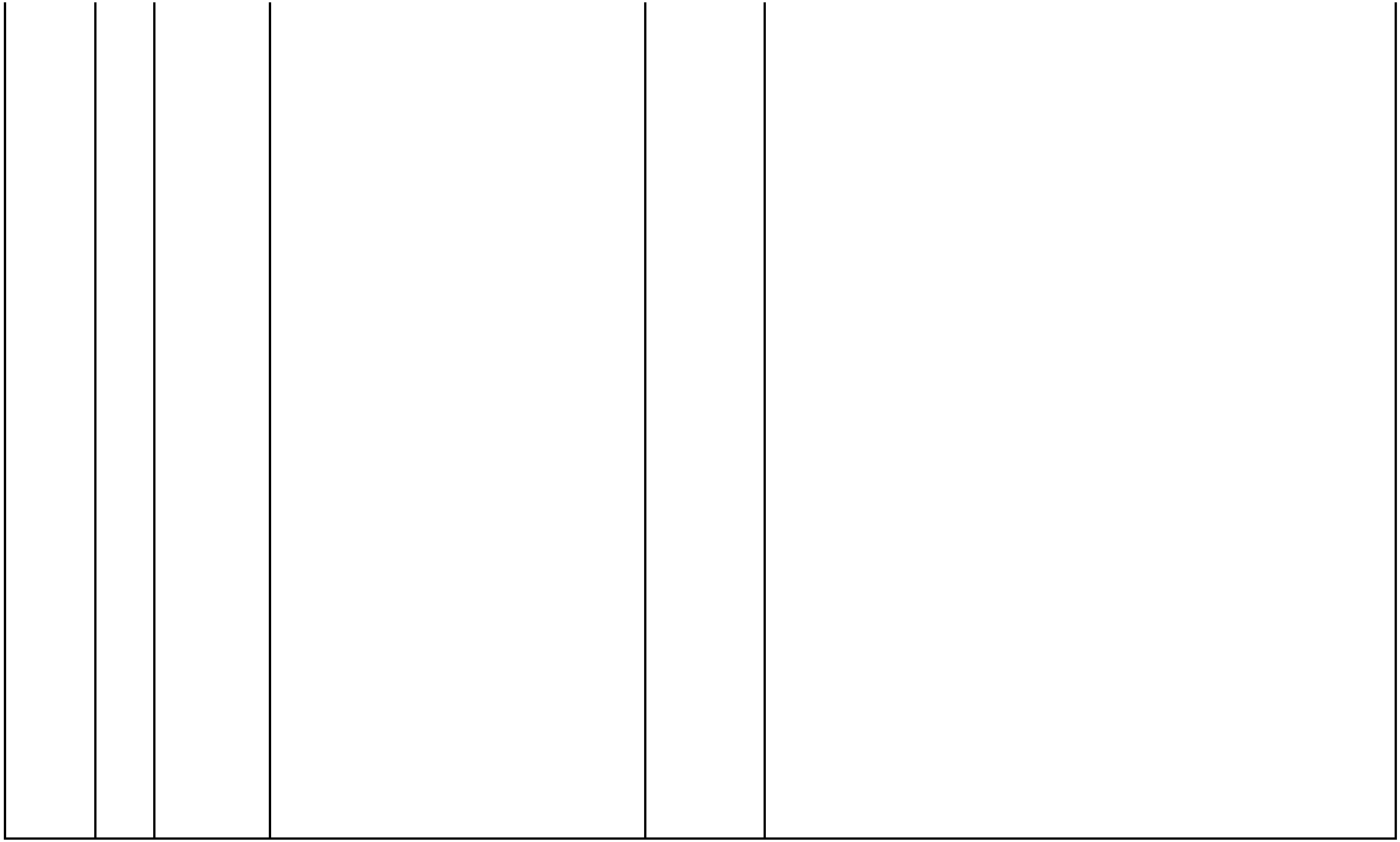

[redacted]

[redacted]	1	1	Please can you clarify which key clinical stakeholders and professional groups you already have access to and the nature of your access?	Written	[redacted]



[redacted]	1	1	Please can you clarify how you will use your wider supply chain to obtain access to additional stakeholders and evidence their relationships with these people/groups?	Written	[redacted]





[redacted]	1	1	Please explain how the iterative process shown will result in the planned timescales of delivery, depending on the complexity of the document.	Written	[redacted]

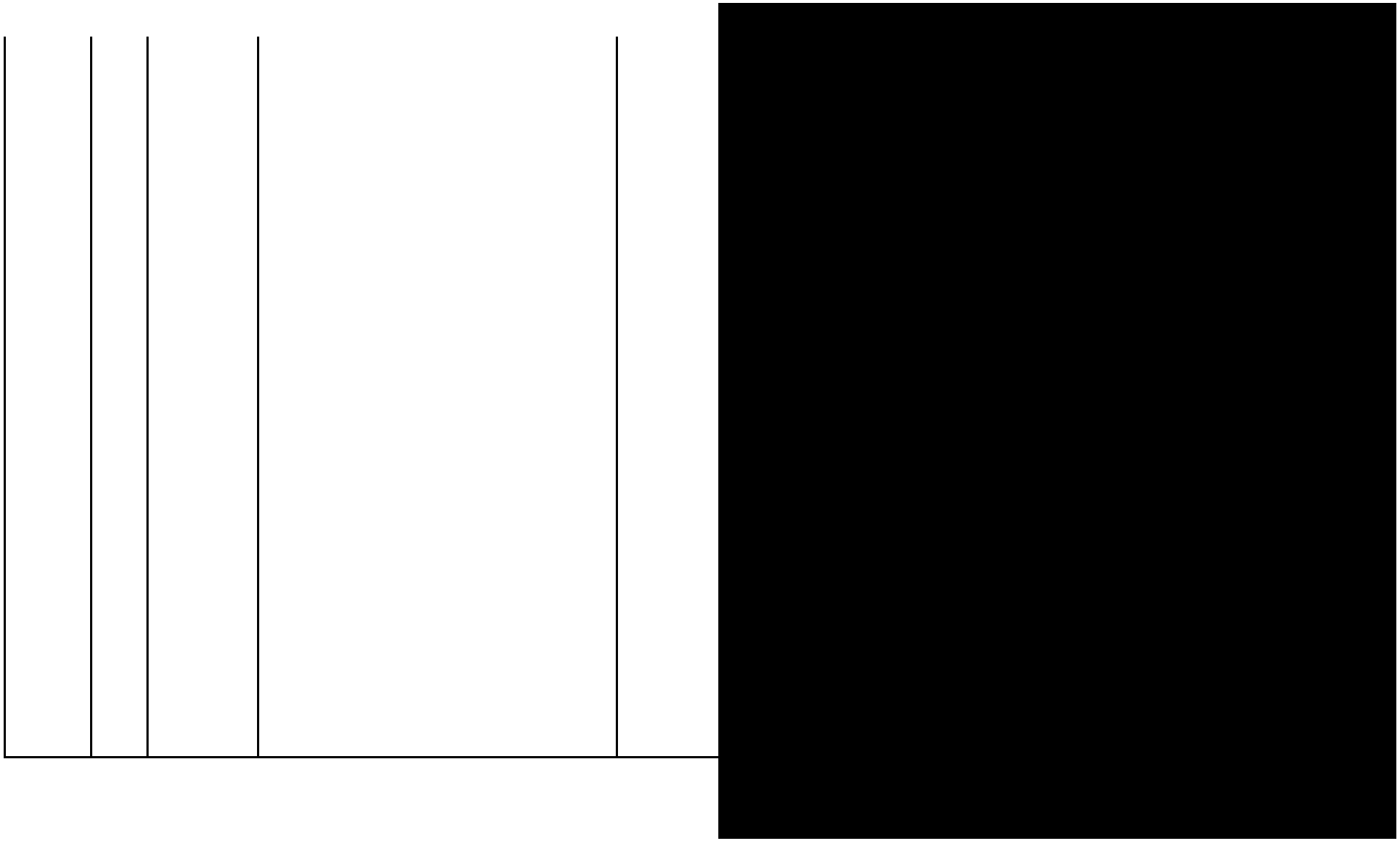
[redacted]	1	1	Please can you outline your plans for the Pre-technical engagement webinar – who would be available to contribute/run this session?	Written	[redacted]

[redacted]	1	1	S-CD-4 Chart 2 in Enclosure 1. What happens with grouped comments - how are they resolved and/or communicated back to stakeholders?	Written	[redacted]

[redacted]	1	2	Please can you clarify which elements of your answer evidence how you are able to work effectively with internal NHSE teams, other Suppliers on the Programme and relevant external bodies?	Writte	[redacted]

[redacted]	1	2	Please explain how responsibilities for PMO delivery are to be exercised by Archus given your intention to be embedded within the NHSE team.	Written	[redacted]

[redacted]	1	3	Please explain how the different levels of ergonomic study would be chosen?	Written	[redacted]



[redacted]	1	3	Q3- Programme interdependencies log – how will you ensure all suppliers working on other titles work collaboratively?	Written	[redacted]
[redacted]	1	4	Please can you clarify who will be the IPC lead and technical author on HBN 00-09?	Written	

[redacted]	1	4	Please can you clarify who will be technical author on HBN 00-07? Is there a contingency should [redacted] not be available?	Written
[redacted]	1	4	We are concerned that [redacted] and [redacted] have all but three documents to edit. Please clarify how you can ensure these individuals have sufficient time to work on these documents, and what role the other editors listed will have?	Written

[redacted]

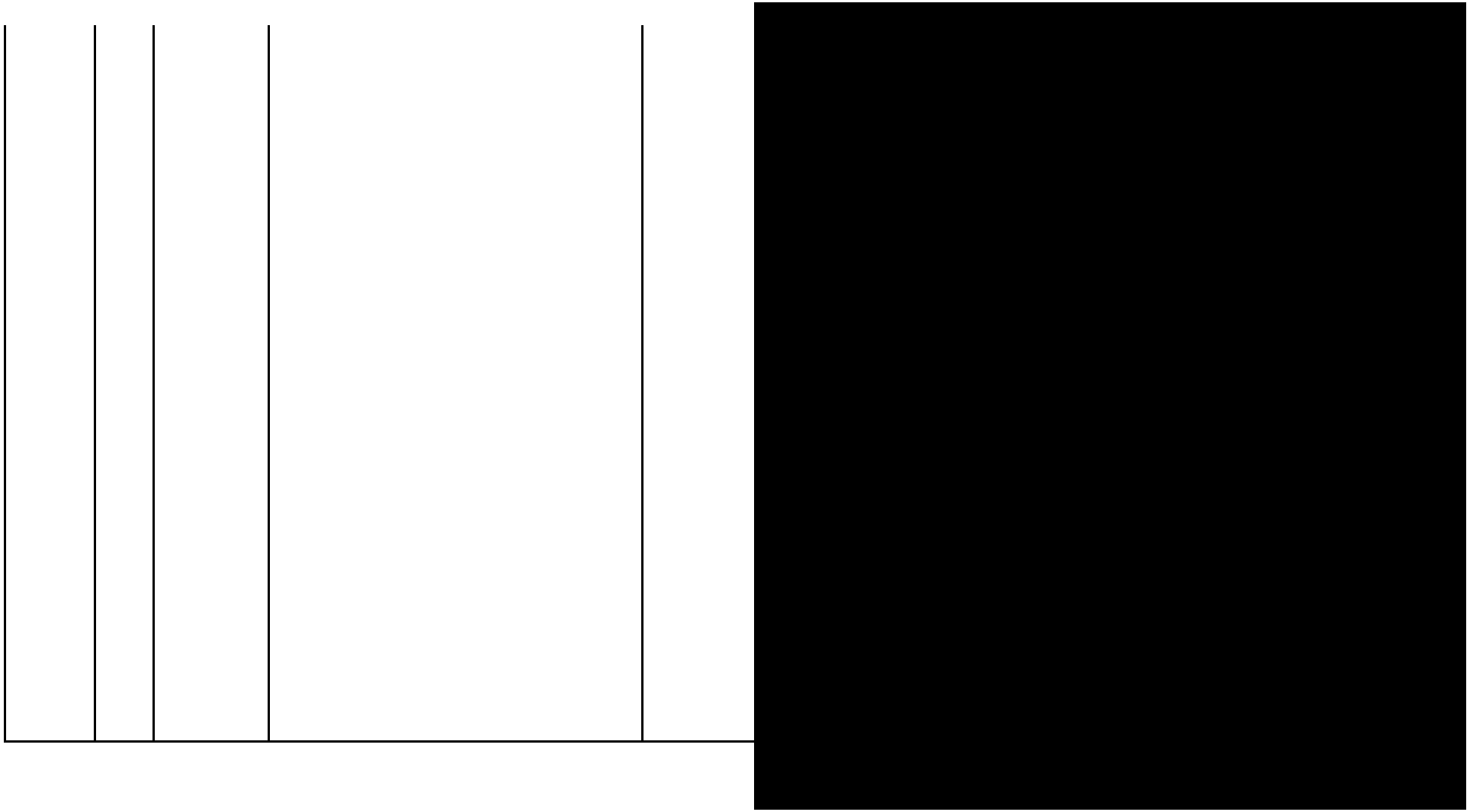
[redacted]	1	4	Please can you clarify why you have proposed different technical editors and project managers where documents are grouped into themes and would progress together (e.g. HBN 00-09 and HTM 04-01 related / Estatecode related)?	Written	[redacted]

[redacted]	1	4	Please can you clarify if [redacted] will have capacity to act as Technical Author for "Developing an Estate Strategy" as well as acting as Programme Director? Please can you clarify the rationale for assigning this document to [redacted] rather than a member of your supply chain?	Written

[redacted]

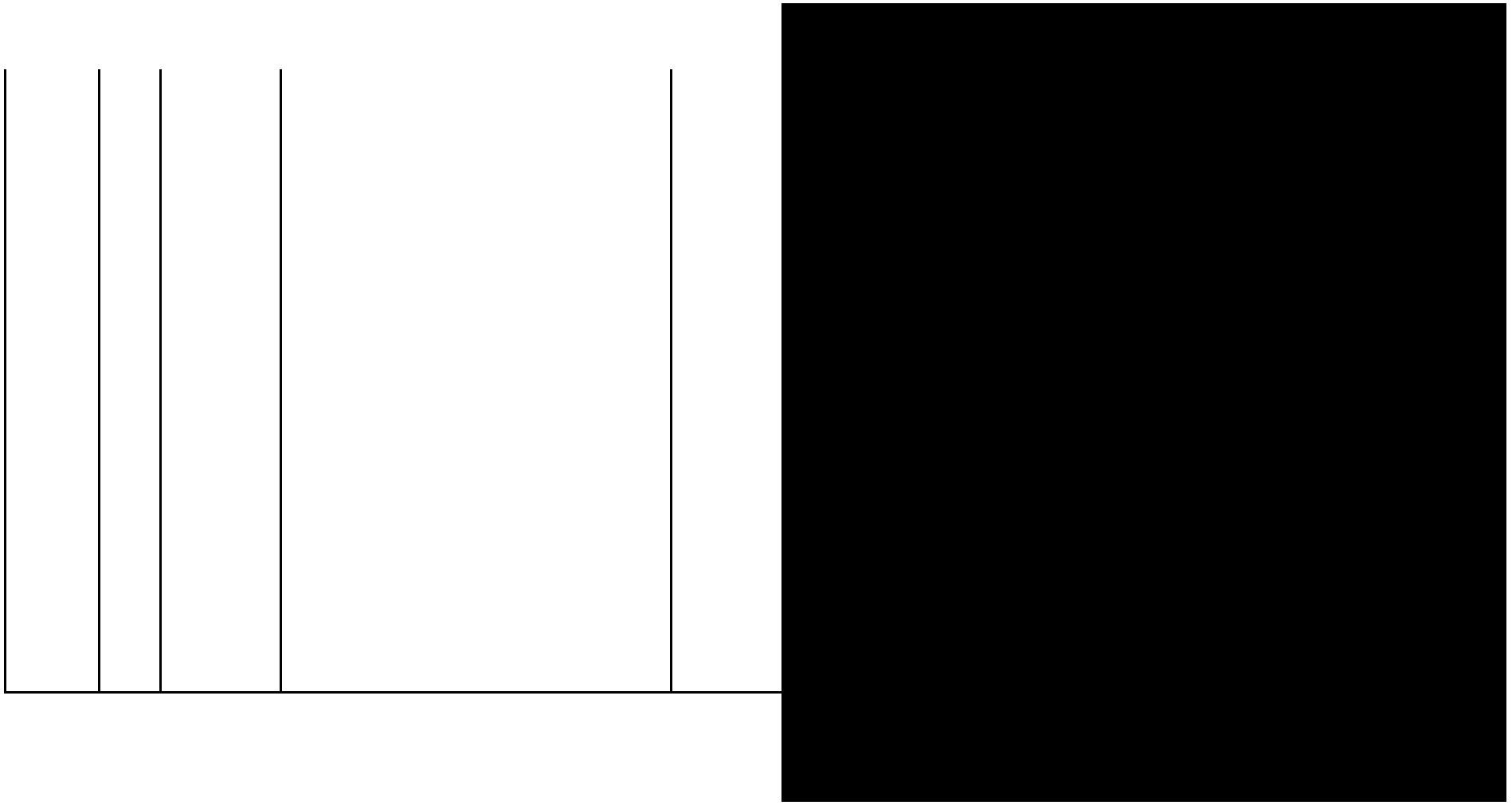
[redacted]	1	4	Please can you clarify how your resource plan allows for SMEs listed in Fig 3 to contribute?	Written
[redacted]	1	4	Confirmation that [redacted] is the intended lead author on the Digital Design Principles Document, rather than one of the Digital SME's.	Written
[redacted]	1	4	Please explain how you have assessed the ability of technical authors to meet the expectations around critical thinking and being able to adopt a neutral evidence-based position as set out in the Statement of Requirements?	Written

[redacted]



[redacted]	1	4	Please provide evidence to support the assertion that the proposed team is “best-in-class".	Writte	[redacted]

					[redacted]
[redacted]	1	5	Please clarify your rationale for proposing standardised project delivery plans based on complexity type rather than adjusting for document topic/content?	Written	

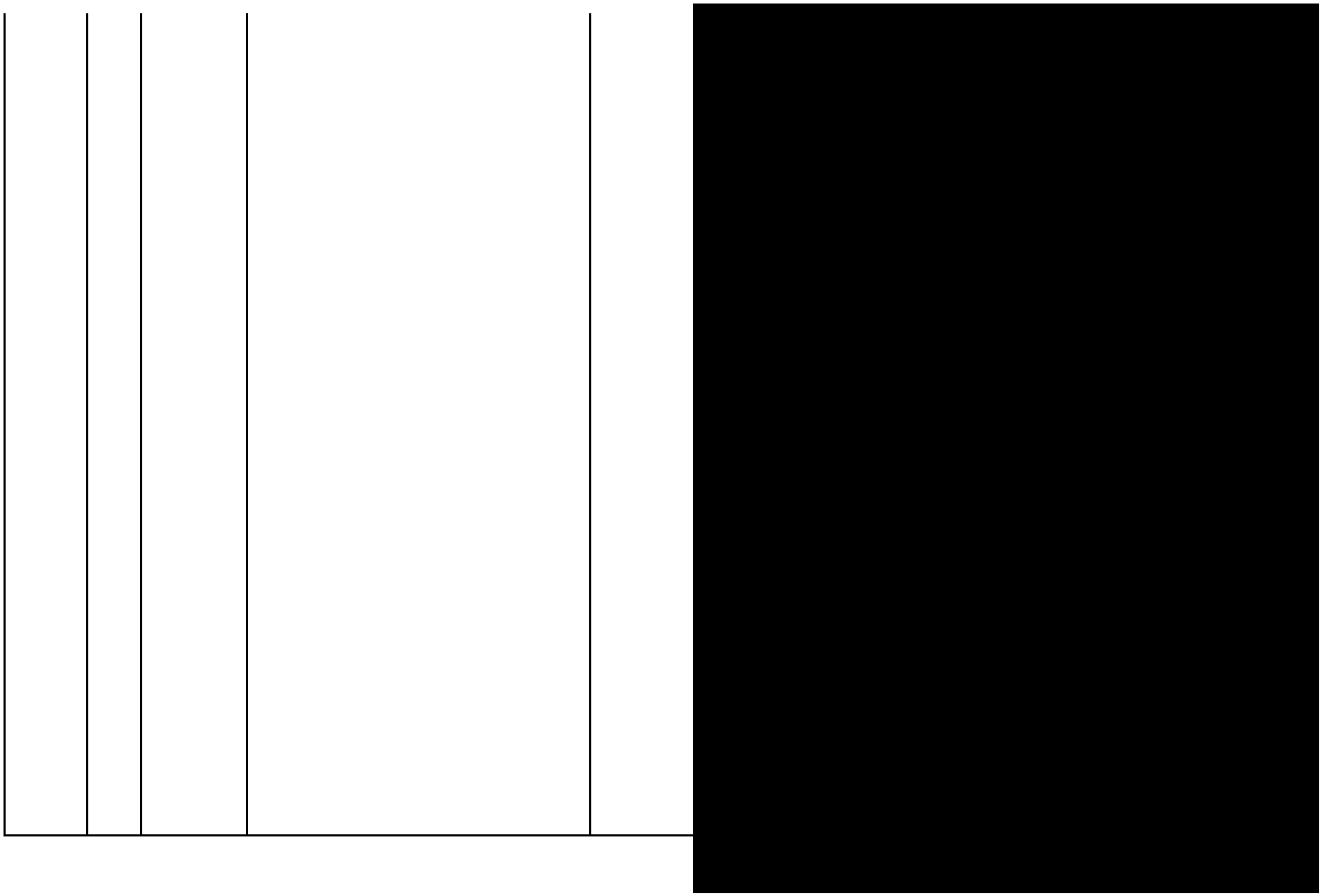


[redacted]	1	5	Please clarify the rationale behind allowing 20 days for literature reviews on each project delivery plan Gantt chart and if this allows for the Rapid Review specification set out in Appendix 7 of the Statement of Requirements.	Written	[redacted]

					[redacted]
[redacted]	2	5	Please can you clarify who you anticipate will be producing the engineering/technical drawings required for HTM 05- Firecode suite?	Written	

[redacted]	2	7	Please clarify if the 2 apprenticeships identified here are in addition to the 4 identified in the Lot 1 bid.	Written	[redacted]

[redacted]	1	5	How will technical editors contribute and how do they differ from authors and editors?	Written	[redacted]



					[redacted]
[redacted]	1	4	Can you clarify how responsibility will be split between editors and authors?	Written	

					[redacted]
[redacted]	1	6	Can you confirm that tracking emissions or carbon assessments will be incorporated into management information?	Written	

Stage 2 Questionnaire clarification questions - COMMERCIAL

Client Initials	Lot	Question	Interview or written via Atamis?	ARCHUS RESPONSE

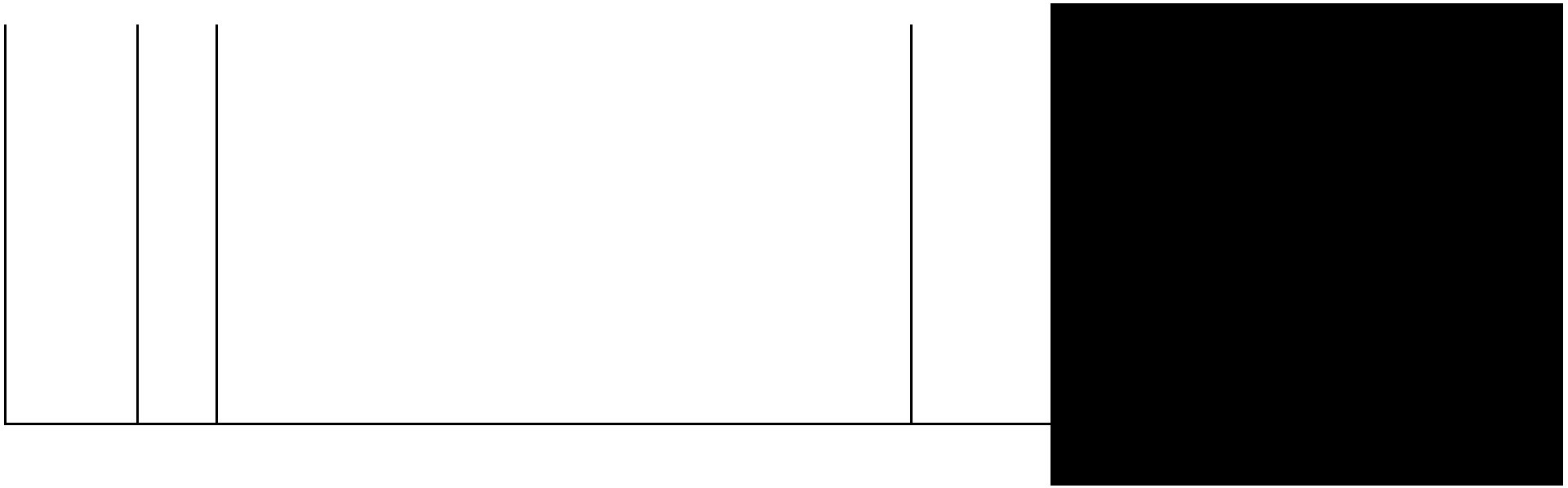
[redacted]	1	Please can you clarify whether your price for S-CD-2 equates to the cost of carrying out a Rapid Review (as per instructions in paragraph 3.4.3.7 of the Statement of Requirements) and what your assumptions are around duration?	Written	[redacted]

[redacted]	1	Paragraph 3.4.3.7 requested the price for a Rapid Review to be provided as a separate line item, but you have referred to the S-CD-2 on the line requesting a Rapid Review price. Please can you clarify that this covers the cost of Rapid Review.? Please can you clarify whether the additional costs of producing the Evidence Review Report output, including best practice review, set out in section 3.4.3 and 3.4.4.4.3 are also included in the £21,549.50 fixed price for S-CD-2?	Written	[redacted]

[redacted]	1	Please can you clarify why the Phases 1 and 3 Rapid Review price included against S-CD-2 on the tab “1.1 Base Costs Phase 1-3 Lot 1” [£21,549.50] is different to the Phase 5 Rapid Review price included on the tab “1.2 Base Costs Phase 4-6 Lot 1” [£43,231.58]	Written	[redacted]

[redacted]	1	The revised Commercial Questionnaire and Statement of Requirements circulated after the mid-bid Supplier Clarification Call requested in paragraph 2.3.1.4 that Bidders provide a price for scoping priorities 7-10. However, on tab "1.1 Base Costs Phase 1-3 Lot 1" prices have only been submitted against the Scoping Core Deliverables for one of the four documents requested (HBN 03-02). Please can you submit the requested prices for the Scoping Core Deliverables for HBN 00-07, HTM 07-02 and HBN 03-01 to ensure a compliant bid.	Written	[redacted]

[redacted]	1	The revised Commercial Questionnaire and Statement of Requirements circulated after the mid-bid Supplier Clarification Call noted in paragraph 2.3.1.1. that two documents had their complexity upgraded from “substantial” to “major”. Please can you clarify if the prices submitted on tab “1.1 Base Costs Phase 1-3 Lot 1” reflect a “major” complexity classification?	Written	[redacted]
[redacted]	2	The Statement of Requirements set out in the table included at paragraph 2.4.1. that the document complexity for the HTM 05- Firecode suite was “major”. We note, however, that you have amended the document complexity for HTM 05-03 to “minor”. Please revert the document status to “major” and clarify if that has any impact on the prices submitted.	Written	
[redacted]	1 & 2	We note that the Scoping costs have increased against the current contract, to reflect the increased specification around evidence reviews and other clearer expectations. However, we also note that the Production costs for “Major” complexity documents in Phases 4-6 appear to have reduced from the current contract by 37.5%. Please can you clarify the rationale for production costs for Major complexity documents being lower than under the current contract?	Written	


[redacted]

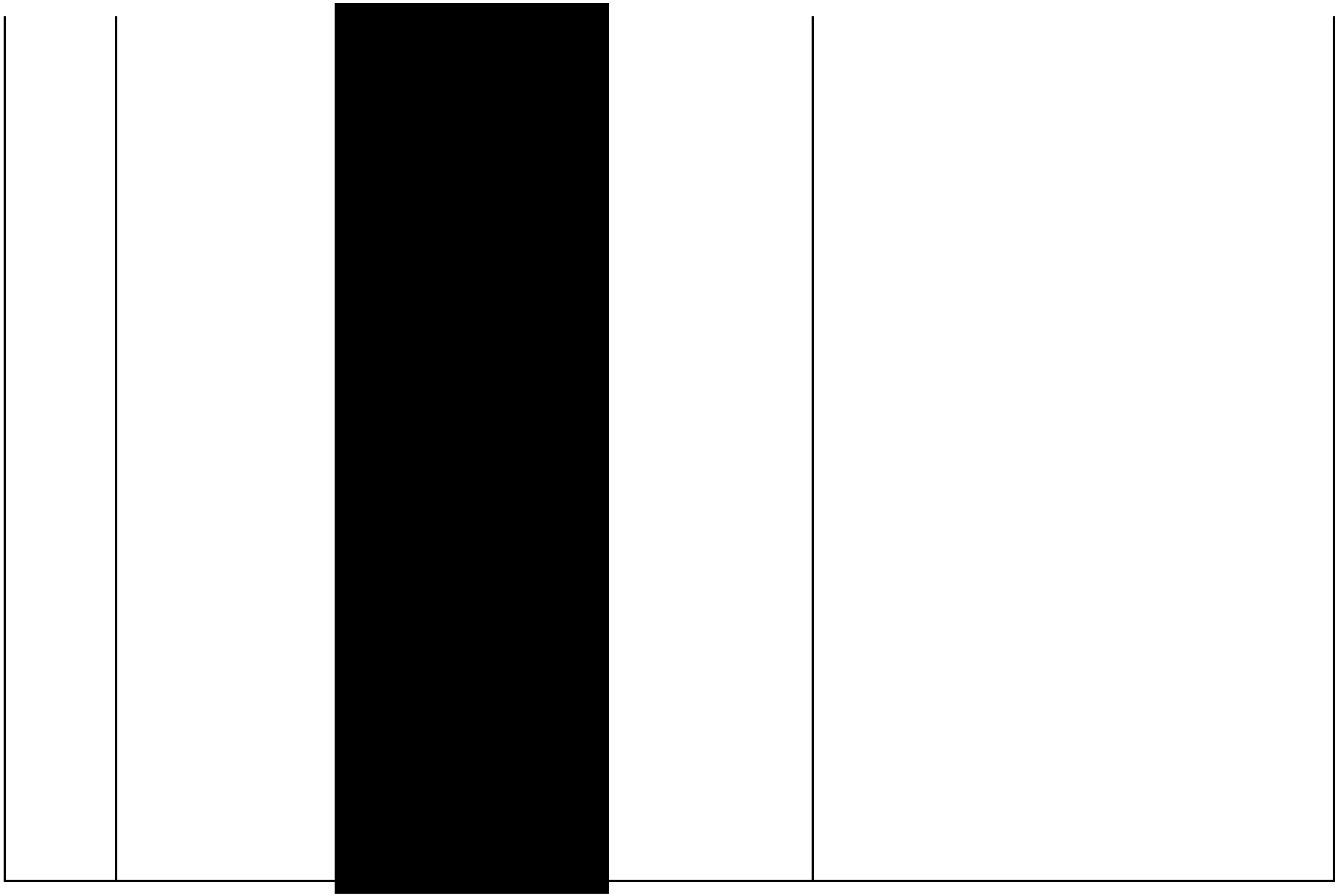
[redacted]	1 & 2	Please can you clarify if the prices submitted are a realistic reflection of the resource required to deliver the Statement of Requirements in full or whether prices were adjusted to bring your bid under the stated budget position (paragraph 11.1.1)? If we had not supplied a contract value figure would the prices have been higher?	Written	[redacted]

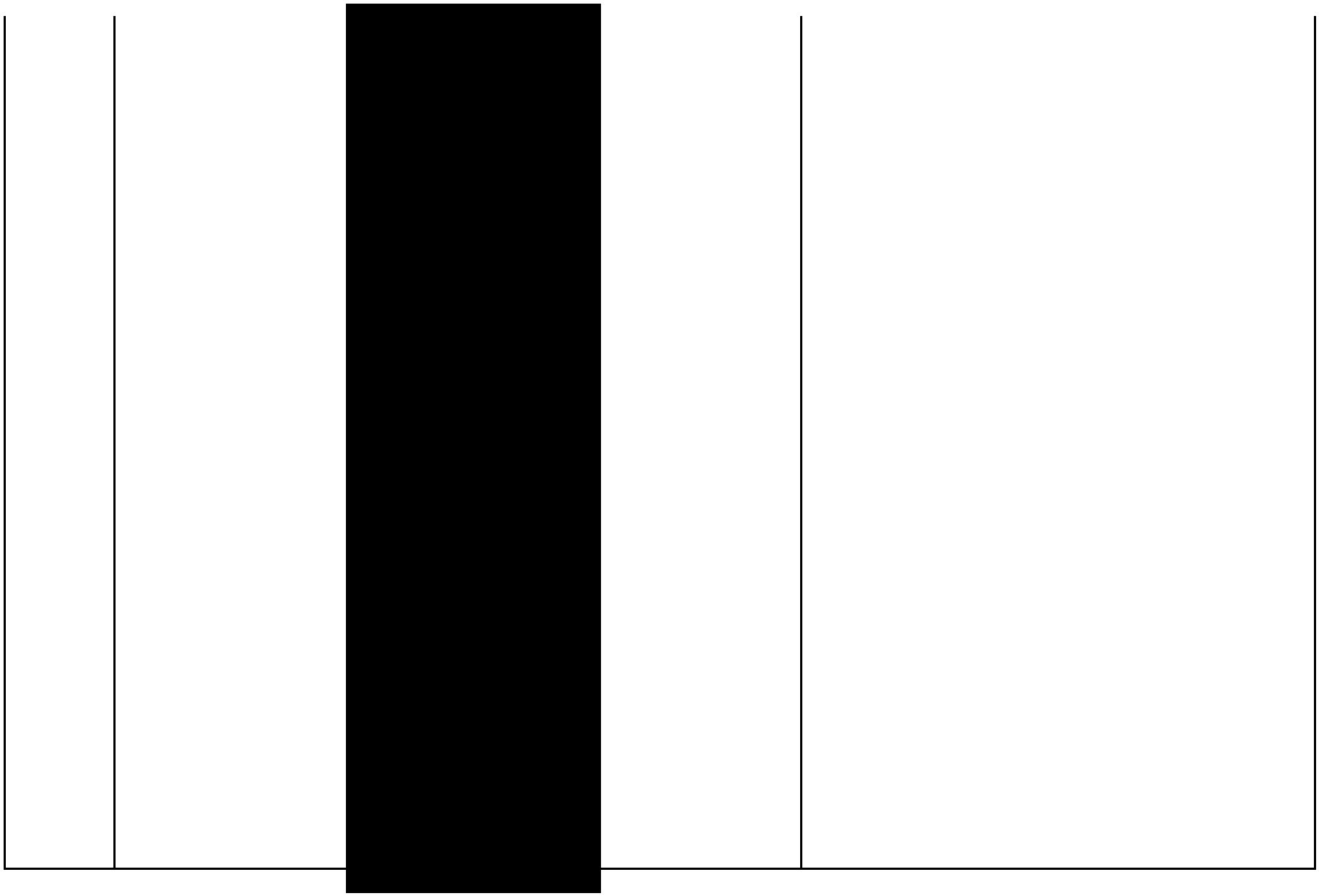
[redacted]	1	On tab “1.1 Base Costs Phase 1-3 Lot 1” in column E (Breakdown of pricing for deliverable) there are several core deliverables including drafting across each document that state “Senior Health Planner, where relevant” or “Incorporated Engineer, where relevant”, where we would definitely expect such input to be required for the top 26 priority documents. Please can you clarify the amount of input from a health planner and/or engineer that is allowed for against each document? Does “where relevant” mean a cost has been allowed for and if so, how many days?	Written	[redacted]
[redacted]	2	Can you confirm there is resource allocated for the drawing and diagram updates required in Firecode, which role identified in the commercial table would be undertaking this?	Written	

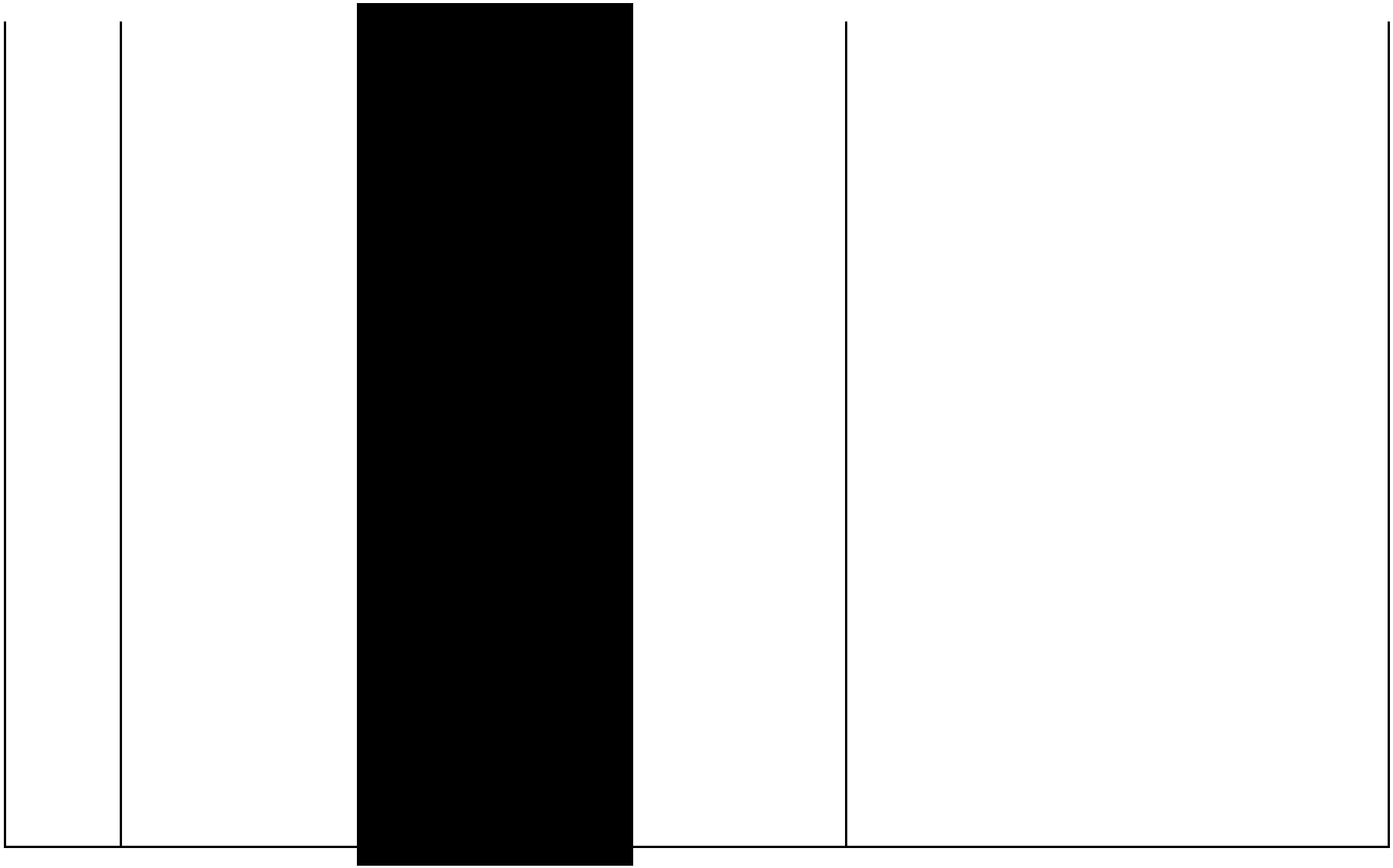
Stage 2 Questionnaire Clarification Questions - TECHNICAL

Question	Question	Archus Response	Further Question	Archus Additional Response

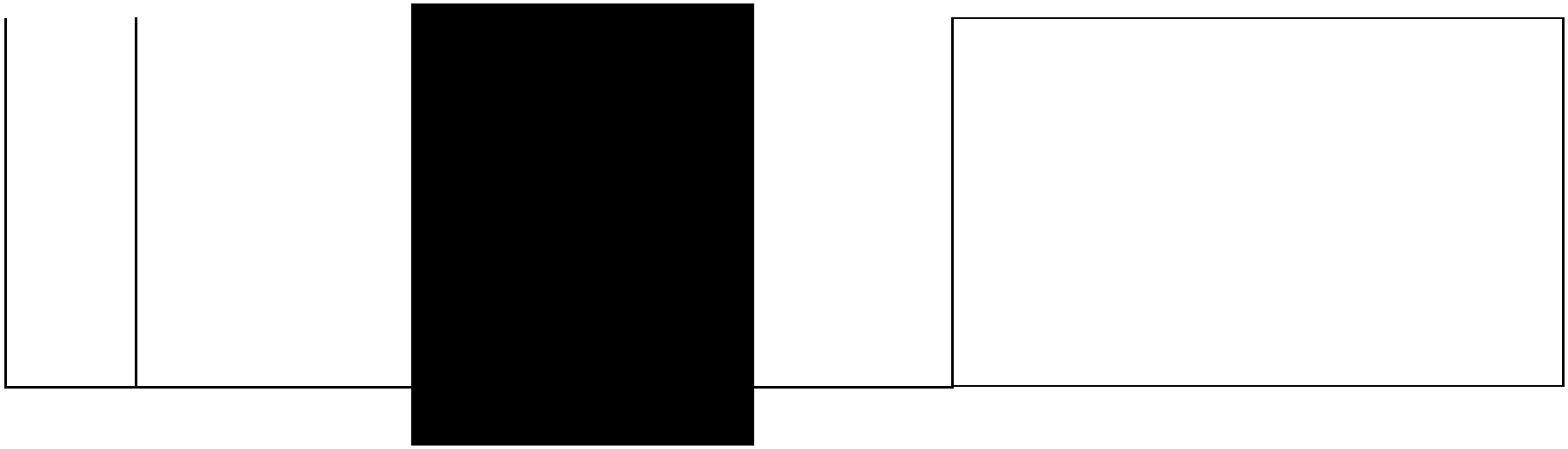
3	Please explain how th different levels of ergonomic study would be chosen?	[redacted]	We are still unclear what framework you are applying to derive the recommendation for ergonomic study option A, B or C. Is there a checklist framework you are employing which governs quantum or extent of " insufficient data or evidence this will lead to recommending which one of the 3 ergonomic studies to undertake" ?	[redacted]



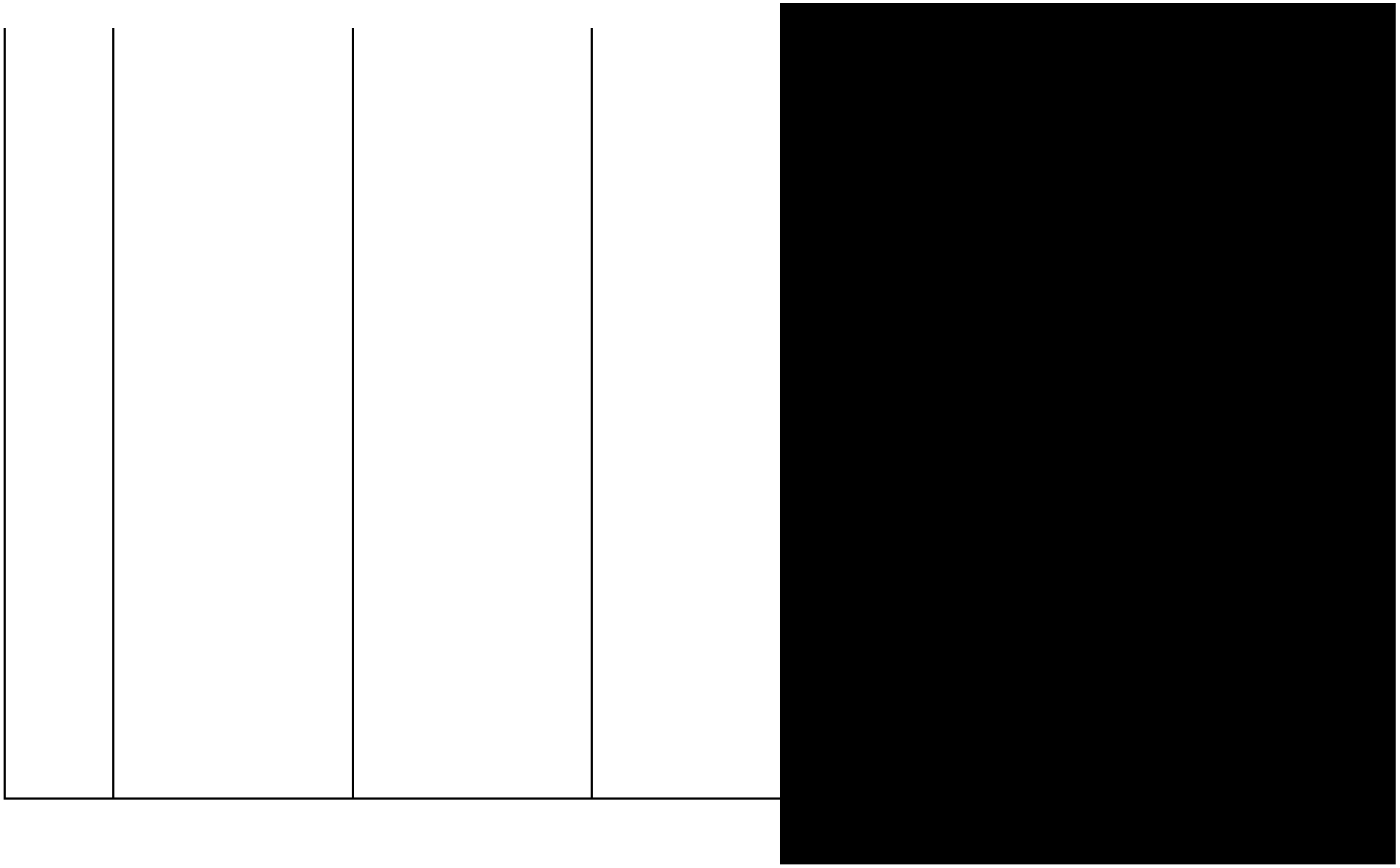




4	Please can you clarify if [redacted] will have capacity to act as Technical Author for "Developing an Estate Strategy" as well as acting as Programme Director? Please can you clarify the rationale for assigning this document to [redacted] rather than a member of your supply chain?	[redacted]	Please can you provide a CV for [redacted] as co-author of 'Developing an Estate Strategy'	[redacted]

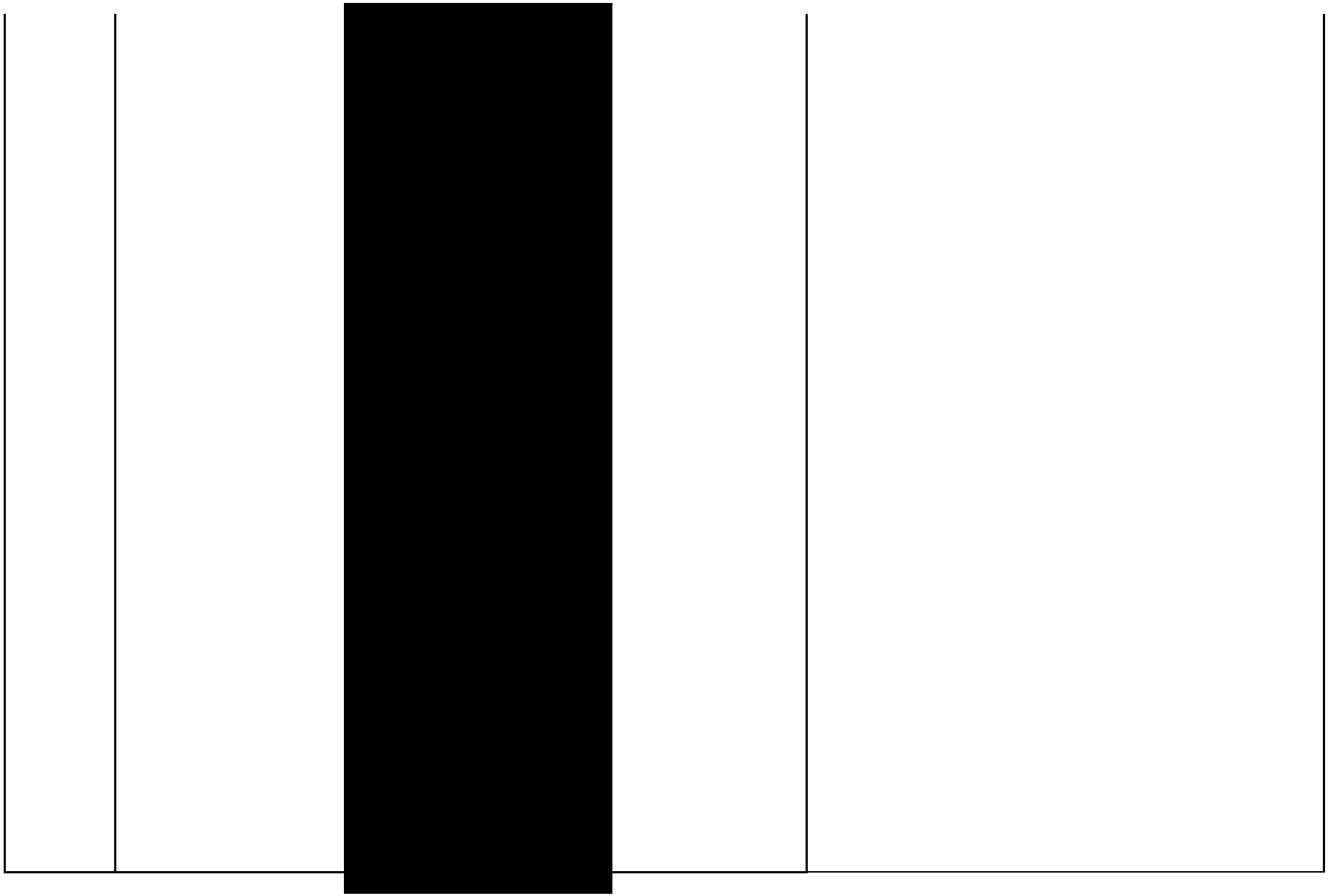


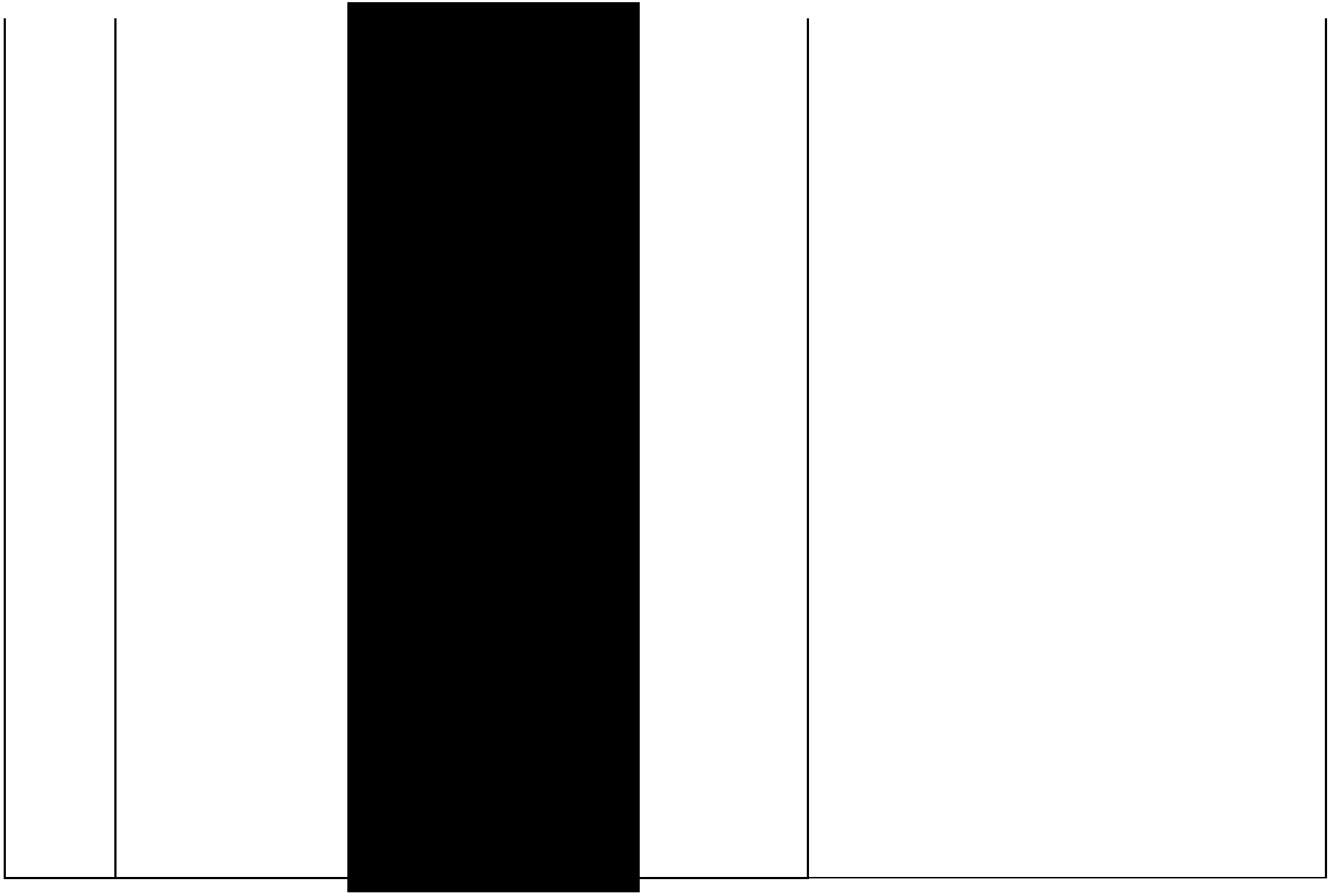
4	Please can you clarify how your resource plan allows for SMEs listed in Fig 3 to contribute?	[redacted]	Please can you provide a resource plan for the first 13 documents including days allocated for subject matter experts.	[redacted]

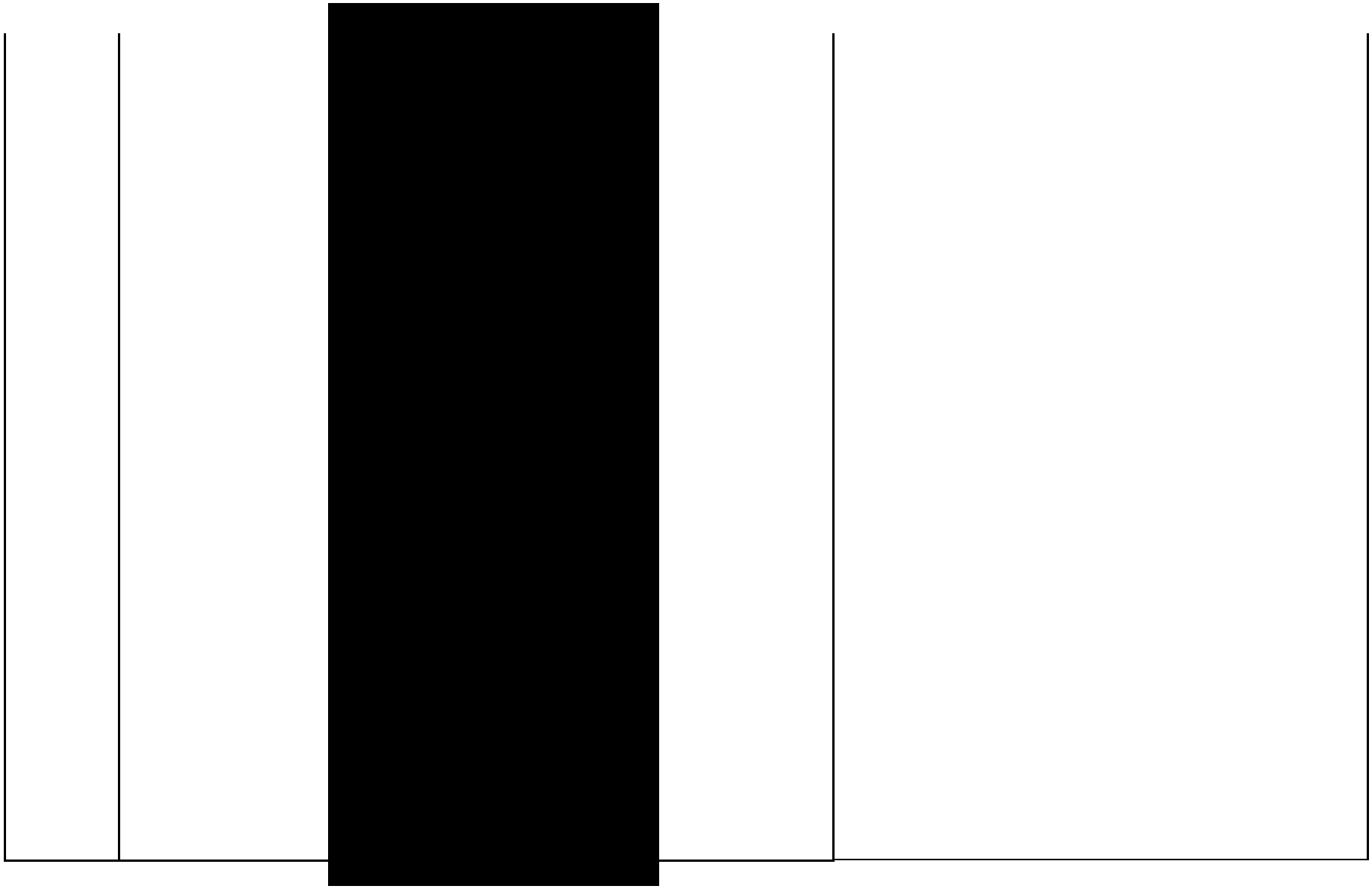


5	Please clarify the rationale behind allowing 20 days for literature reviews on each project delivery plan Gantt chart and if this allows for the Rapid Review specification set out in Appendix 7 of the Statement of Requirements.	[redacted]	Three month mobilisation period plans: A. Are you planning to identify stakeholder and themes for KLOEs plus search terms for literature reviews for all 26 documents in this period? B. If so are you expecting identification and access to NHSE SROs for these documents to facilitate this approach? C. What NHSE resource input are you anticipating? D. The approach does not meet the statement of requirements unless this is pre-scoping that will	[redacted]

		[redacted]	be utilised when scoping proper begins and normal processes are put in place - can you confirm this is the case? E. How can you ensure this is not relied on if scoping takes place ignorantly later and the work is out of date?	[redacted]







5	Please can you clarify who you anticipate will be producing the engineering/technical drawings required for HTM 05- Firecode suite?	[redacted]	Thank you for your clarification, we have specified at 3.1.2.7 As a minimum, we would expect the multi-disciplinary team to include: • An architect for design input into HBNs, including production of drawings (plan and elevation) and diagrams and authoring of content. An architectural technician does not meet this requirement, please can you confirm an architect will be responsible for drawing production?	[redacted]

Schedule 6

Commercial Schedule

LOT 1: INSTRUCTIONS

	TAB
Bidder's should input their fixed price for each document listed within the tab **'1.1 Base Costs Phase 1-3 Lot 1'**. Within the 'breakdown of deliverables' column you must include a breakdown of rates for resources that are included within the deliverable, in line with the rate card submitted within the tab **'Rates for Ad Hoc Activity Lot 1'**.	1.1
Pricing should be included for either scoping, production or both as required. Bids will be evaluated using the methodology described within the 'instructions to tender' document using the cell values highlighted at C27 and C43	
Within tab **'1.2 Base Costs Phase 4-6 Lot 1'** bidders should input their fixed price for each document based on its complexity level which is defined below	1.2
Within tab **'3.1 Desirable options costs'** please cost for one gap analysis per year to cover the 4 safety-critical HTM topics listed against Lot 1.	3.1
Within tab **'Rates for Ad Hoc Activity Lot 1'** bidders should input their day rates against the roles stated.	Ad Hoc
NHS England will 'call-off' this contract where required, meaning that winning the contract does not guarantee the Supplier any volume of work or payment. NHS England will request work and pay the price agreed within the contract for each document activity completed (scoping/production)	

Complexity level	Number of stakeholders	Age of document	Extent of update needed	New Subject?	Potential Impact	Research to be incorporated?
Minor	Low or uncontroversial	< 5 Years	Low	No or narrow / easy to define scope	Low Financial or equality	No or already known and referenced
Substantial	Medium or relatively uncontested	5-10 years	Medium	Yes or no	Medium financial or equality	Latest research available some interpretation needed
Major	High or controversial subject with divergent opinions	> 10 years	High	Yes, major topic little evidence on which to base outcomes	High financial or equality	New primary research to be carried (by others) alongside document production

1.1 Summary of Base Costs - Phase 1- 3 (Lot 1) (scoping and production of phase 1 & 2, scoping of phase 3)	Total (£)	20%
HBN 00-09: Infection Control		
HTM 07-07: Sustainable health and social care buildings		
HTM 07-04: Water management and water efficiency – best practice advice for the healthcare sector		
HTM 07-02: Encode 2015 – making energy work in healthcare		
HBN 00-07: Resilience planning for the healthcare estate		
HBN 03-01: Mental Health - Adult Acute Units		
HBN 03-02 Facilities for child and adolescent mental health services		
HBN 04-02: Critical Care		
HTM 04-01 Safe water in healthcare premises [Part A, Part B and Part C]		
Endoscopy		
Developing an Estate Strategy		
HBN 00-08: Strategic framework for the efficient management of healthcare estates and facilities		
A risk-based methodology for establishing and managing backlog		
HBN 00-08: Estatecode – Land and property appraisal		
Best practice advice: Establishing and managing backlog		
HBN 09-02: Maternity Care facilities		
HBN 15-01: A&E		
HBN 12: Out-patients Department		
HBN 00-XX (new) Digital design principles *		
HBN 00-04: Circulation and Communication spaces		
HBN 00-01 General Design Principles		
HBN 00-01 Supplement (new): Designing for Patient and Staff Wellbeing *		
HBN XX (new): Dental facilities *		
Total excluding VAT		
Total including VAT		

1.2 Summary of Base Costs - Phases 4-6 (Lot 1) Phase 4 (production) Phase 5 & 6 (scoping and production)	Total (£)	10%
SCOPING - Minor		
SCOPING - Substantial		
SCOPING - Major		
PRODUCTION - Minor		
PRODUCTION - Substantial		
PRODUCTION - Major		
EVIDENCE REVIEW - Scoping Review		
EVIDENCE REVIEW - Rapid Review		
EVIDENCE REVIEW - Systematic Review		
ERGONOMIC STUDIES - Option A		
ERGONOMIC STUDIES - Option B		
ERGONOMIC STUDIES - Option C		
Total excluding VAT		
Total including VAT		

PHASE 1 & 2 - Scoping and Production Top 13 Priorities

Document Reference	**HBN 00-09**		Breakdown of pricing for deliverable	Price £
Document Title	**Infection Control**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HTM 07-07**		Break down of pricing for deliverable	Price £
Document Title	**Sustainable health and social care buildings**			
	S-CD-1	Project Mobilisation	[redacted]	[redacted]

Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - HTM	
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**HTM 07-04**		Break down of pricing for deliverable	Price £
Document Title	**Water management and water efficiency – best practice advice for the healthcare sector**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		

	S-CD-4	Technical Engagement	[redacted]	
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - HTM	
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HTM 07-02**		Break down of pricing for deliverable	Price £
Document Title	**Encode 2015 – making energy work in healthcare**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		

Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]	
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - HTM	
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HBN 00-07**			
Document Title	**Resilience planning for the healthcare estate**		[redacted]	
Scoping Core Deliverables	S-CD-1	Project Mobilisation		
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		

Production Core Deliverables	P-CD-3	Sign-off for TE	[redacted]	
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - NOT DESIGN GUIDANCE	
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**HBN 03-01**		Break down of pricing for deliverable	Price £
Document Title	**Mental Health - Adult Acute Units**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		

	P-CD-6	Final Publication document	[redacted]	
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review		

Document Reference	**HBN 03-02**		Break down of pricing for deliverable	Price £
Document Title	**Facilities for child and adolescent mental health services**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review	See S-CD-2	See S-CD-2

			Sub Total (excl. VAT)	[redacted]

Document Reference	**HBN 04-02**		Break down of pricing for deliverable	Price £
Document Title	**Critical Care**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review		

Document Reference	**HTM 04-01 Supplement (new)**		Break down of pricing for deliverable	Price £
Document Title	**Safe water in healthcare premises [Part A, Part B and Part C]**			
	S-CD-1	Project Mobilisation	[redacted]	

Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - HTM	
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**TBC (new HBN title)**		Break down of pricing for deliverable	Price £
Document Title	**Endoscopy**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		

[redacted]

	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Production Core Deliverables	P-CD-1	Project Mobilisation		
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review	0	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

PHASE 3 - Scoping Next 13 Priorities

Document Reference	**N/A**		Break down of pricing for deliverable	Price £
Document Title	**Developing an Estate Strategy**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		

	para 3.4.6.11	Presentation of final report	[redacted]	
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**HBN 00-08**		Break down of pricing for deliverable	Price £
Document Title	**Strategic framework for the efficient management of healthcare estates and facilities**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - NOT DESIGN GUIDANCE	
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**N/A**		Break down of pricing for deliverable	Price £
Document Title	**A risk-based methodology for establishing and managing backlog**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		N/A
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - NOT DESIGN GUIDANCE	
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HBN 00-08**		Break down of pricing for deliverable	Price £
Document Title	**Estatecode – Land and property appraisal**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - NOT DESIGN GUIDANCE	
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VAT	[redacted]

Document Reference	**N/A**		Break down of pricing for deliverable	Price £
Document Title	**Best practice advice: Establishing and managing backlog**			
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]	
	S-CD-2	Evidence Review		
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
### Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis	NOT APPLICABLE - NOT DESIGN GUIDANCE	
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. VA	[redacted]

Document Reference	**HBN 09-02**		Break down of pricing for deliverable	Price £
Document Title	**Maternity Care facilities**			
	S-CD-1	Project Mobilisation	[redacted]	

Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review	0	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HBN 15-01**	Break down of pricing for deliverable	Price £
Document Title	**A&E**		
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]
	S-CD-2	Evidence Review	
	S-CD-3	Iterative Drafts	
	S-CD-4	Technical Engagement	
	S-CD-5	Final Scoping Report for sign-off	
	para 3.4.6.11	Presentation of final report	
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates	
	para 3.1.3.7	Ergonomic Studies gap analysis	
	para 3.4.3.7	Rapid Review	See S-CD-2
		Sub Total (excl. VAT	[redacted]

Document Reference	**HBN 12**	Break down of pricing for deliverable	Price £
Document Title	**Out-patients department**		
	S-CD-1	Project Mobilisation	[redacted]

	Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	
		S-CD-3	Iterative Drafts		
		S-CD-4	Technical Engagement		
		S-CD-5	Final Scoping Report for sign-off		
		para 3.4.6.11	Presentation of final report		
	Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
		para 3.1.3.7	Ergonomic Studies gap analysis		
###		*para 3.4.3.7*	Rapid Review		See S-CD-2
				Sub Total (excl. VAT)	[redacted]

Document Reference	**TBC (new HBN title)**		Break down of pricing for deliverable	Price £
Document Title	**Digital Design Principles**			
	Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]
		S-CD-2	Evidence Review	
		S-CD-3	Iterative Drafts	
		S-CD-4	Technical Engagement	
		S-CD-5	Final Scoping Report for sign-off	
		para 3.4.6.11	Presentation of final report	
	Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates	
		para 3.1.3.7	Ergonomic Studies gap analysis	
		para 3.4.3.7	Rapid Review	See S-CD-2
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HBN 00-04**		Break down of pricing for deliverable	Price £
Document Title	**Circulation and communication spaces**			
		S-CD-1	Project Mobilisation	[redacted]

Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	See S-CD-2
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review		
Sub Total (excl. VA				[redacted]

Document Reference	**HBN 00-01**	Break down of pricing for deliverable	Price £
Document Title	**General design principles**		
Scoping Core Deliverables	S-CD-1 Project Mobilisation	[redacted]	
	S-CD-2 Evidence Review		
	S-CD-3 Iterative Drafts		
	S-CD-4 Technical Engagement		
	S-CD-5 Final Scoping Report for sign-off		
	para 3.4.6.11 Presentation of final report		
Other Costs	*para 3.4.1.3* Room Data (Component) sheet updates		
	para 3.1.3.7 Ergonomic Studies gap analysis	Senior Editor - £1,000	
	para 3.4.3.7 Rapid Review		See S-CD-2
Sub Total (excl. VAT)			[redacted]

Document Reference	**HBN 00-01 Supplement (new)**	Break down of pricing for deliverable	Price £
Document Title	**Designing for Patient and Staff wellbeing**		
	S-CD-1 Project Mobilisation	[redacted]	

Scoping Core Deliverables	S-CD-2	Evidence Review	[redacted]	
	S-CD-3	Iterative Drafts		
	S-CD-4	Technical Engagement		
	S-CD-5	Final Scoping Report for sign-off		
	para 3.4.6.11	Presentation of final report		
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates		
	para 3.1.3.7	Ergonomic Studies gap analysis		
	para 3.4.3.7	Rapid Review		See S-CD-2
			Sub Total (excl. V	[redacted]

Document Reference	**TBC (new HBN title)**	Break down of pricing for deliverable	Price £
Document Title	**Dental facilities**		
Scoping Core Deliverables	S-CD-1	Project Mobilisation	[redacted]
	S-CD-2	Evidence Review	
	S-CD-3	Iterative Drafts	
	S-CD-4	Technical Engagement	
	S-CD-5	Final Scoping Report for sign-off	
	para 3.4.6.11	Presentation of final report	
Other Costs	*para 3.4.1.3*	Room Data (Component) sheet updates	
	para 3.1.3.7	Ergonomic Studies gap analysis	
	para 3.4.3.7	Rapid Review	See S-CD-2
		Sub Total (excl. VAT)	[redacted]

Docusign Envelope ID [redacted]

PHASE 5 - Scoping Remaining 14 Priorities (Complexity Price)

Remaining Priorities SCOPING				
	Breakdown of pricing for deliverable	Quantity	£ EACH	Total
Minor Category	[redacted]			
Substantial Category				
Major Category				
			Sub Total (exclVAT)	[redacted]

PHASES 4 & 6 - Production Next 13 & Remaining 14 Priorities (Complexity Price)

Remaining Priorities PRODUCTION				
Minor Category	[redacted]			
Substantial Category				
Major Category				
			Sub Total (exclVAT)	[redacted]

PHASE 5 - Evidence Review Options (by type of literature review)

See Section 3.4.3 of Specification of Requirements

*See **Appendix 7** for detailed specifications for each type of evidence review*
Please indicate your estimated quantity of each literature review type for the documents in Phase 5 based on your knowledge of the topics

Evidence Review Options (Phase 5)					
	Brief Description of proposed involvement on this deliverable	Quantity	£ EACH	Total	Assumed Time Frame
Scoping Review	[redacted]				6 weeks
Rapid Review					3 months
Systematic Review					6 months
			Sub Total (EXCl VAT)	[redacted]	*for pricing purposes only*

PHASE 5 - Ergonomic Study Options (by type of ergonomic study)

See paragraphs 3.1.3.7 to 3.1.3.9 of Specification of Requirements

Assume one ergonomic study of one room with 4 activity spaces within in
Please indicate your estimated quantity of each ergonomic study type for the documents in Phase 5 based on your knowledge of the topics

Ergonomic Study Options (Phase 5)				
	Brief Description of proposed involvement on this deliverable	Quantity	£ EACH	Total
a) Formal academic ergonomic studies (primary research) that can be published in a peer-reviewed journal;	[redacted]			
b) Ergonomic study carried out by appropriately qualified ergonomist, in mock-up room with video/photographic record, but not as formal research or publishable;				
c) Informal ergonomic study carried out by Supplier team with architectural, health planning and clinical participants to test activity spaces within a mock-up room with video/photographic record, but without ergonomist assessment of findings.				
			Sub Total (exclVAT)	[redacted]

Minor Guidance Amendments: Call Off Resource (these rates may also be used to commission additional future activity which is outside the current scope of services).

Please provide your fully inclusive day rates for the following roles; your day rates must be inclusive of all expenses.

This is for information only and will not be evaluated separately. It is required to be commensurate with day rate cost breakdowns provided for the evaluated Phases.

Role	Day Rate (£)
Director Health Planner	[redacted]
Senior Health Planner	
Health Planner	
Technician Health Planner	
Director Architect	
Senior Architect	
Architect	
Technician Architect	
Senior Editor	
Production Editor	
Editor	
Typesetting	
Technical Author	
Chartered Engineer - Decontamination	
Incorporated Engineer - Decontamination	
Engineering Technician - Decontamination	
Chartered Engineer - Electrical	
Incorporated Engineer - Electrical	
Engineering Technician - Electrical	
Chartered Engineer - Fire	
Incorporated Engineer - Fire	
Engineering Technician - Fire	
Chartered Engineer - Mechanical	
Incorporated Engineer - Mechanical	
Engineering Technician - Mechanical	
Chartered Engineer - Ventilation	
Incorporated Engineer - Ventilation	
Engineering Technician - Ventilation	
Chartered Engineer - Water	
Incorporated Engineer - Water	
Engineering Technician - Water	
Equipping specialist	
Subject matter expert - Sustainability/Net Zero Carbon	
Subject matter expert - Digital	
Subject matter expert - Other (Ergonomist)	
Subject matter expert - Other (Water Safety)	
Subject matter expert - Other (SSD)	
Subject matter expert - Other (Medical Gas)	
Subject matter expert - Other (Design in MH)	
Subject matter expert - Other (MMC)	
Subject matter expert - Other (Acoustics)	
Subject matter expert - Other (NZ Operational)	
Subject matter expert - Other (NZ Embodied)	
Subject matter expert - Other (Sustainability)	
Director Cost Consultant	
Senior Cost Consultant	
Cost Consultant	
Financial Modelling	
Subject matter experts - Other (Programme Director)	
Programme Manager	
Project Manager	
Administrator	
Apprentice	
Researcher / Systematic Reviewer	
Knowledge Management Information Specialist / Librarian	
Research Associate	

LOT 2: INSTRUCTIONS

	TAB
Bidder's should input their fixed price for each document listed within the tab **'2.1 Base Costs Phase 2 Lot 2'**. Within the 'breakdown of deliverables' column you must include a breakdown of rates for resources that are included within the deliverable, in line with the rate card submitted within the tab **'Rates for Ad Hoc Activity Lot 2'**.	2.1
Pricing should be included for production only. Bids will be evaluated using the methodology described within the 'instructions to tender' document using the cell values highlighted at C18	
Within tab **'3.1 Desirable options costs'** please cost for one gap analysis per year to cover the safety-critical HTM topic of Fire listed against Lot 2 and also provide a fixed price for carrying out an annual scoping evidence review.	3.1
Within tab **'Rates for Ad Hoc Activity Lot 1'** bidders should input their day rates against the roles stated.	Ad Hoc
NHS England will 'call-off' this contract where required, meaning that winning the contract does not guarantee the Supplier any volume of work or payment. NHS England will request work and pay the price agreed within the contract for each document activity completed (scoping/production)	

2.1 Summary of Base Costs - Phase 2 (Lot 2) - production of Firecode	Total (£)	30%
HTM 05-01: Managing healthcare fire safety	[redacted]	
HTM 05-02: Fire Safety in the design of healthcare premises		
HTM 05-03: Operational provisions:		
· Part A – General fire safety		
· Part B – Fire detection and alarm systems		
· Part C – Textiles and furnishings		
· Part D – Commercial enterprises on hospital premises		
· Part E – Escape lifts in healthcare premises		
· Part F – Arson prevention in NHS premises		
· Part G – Laboratories on healthcare premises		
· Part H – Reducing false alarms in hospital premises		
· Part J – Guidance on fire engineering of healthcare premises		
· Part K – Guidance on fire risk assessments in complex healthcare premises		
· Part M – Fire Safety in Atria		
· Part N – Maintenance		
· Part O (new) – Water Suppression Systems		
Total excluding VA		
Total including VA		

PHASE 2 - Production Top 13 Priorities (Firecode)

Document Reference	**HTM 05-01**		Break down of pricing for deliverable	Price £
Document Title	**Managing healthcare fire safety**			
Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]	
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		

	para 3.5.10.8	Training materials and webinars for launch	[redacted]	

Document Reference	**HTM 05-02**	Break down of pricing for deliverable	Price £
Document Title	**Fire Safety in the design of healthcare premises**		
Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]
	P-CD-2	Iterative Drafts	
	P-CD-3	Sign-off for TE	
	P-CD-4	Technical Engagement	
	P-CD-5	Production Final Draft for sign-off	

	P-CD-6	Final Publication document	[redacted]
	para 3.5.10.8	Training materials and webinars for launch	
		Sub Total (excl. VAT)	

Document Reference	**HTM 05-03**	Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part C- Textiles and furnishings**		
Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]
	P-CD-2	Iterative Drafts	
	P-CD-3	Sign-off for TE	
	P-CD-4	Technical Engagement	

	P-CD-5	Production Final Draft for sign-off	[redacted]	
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HTM 05-03**		Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part D – Commercial enterprises on hospital premises**			
	P-CD-1	Project Mobilisation	[redacted]	
	P-CD-2	Iterative Drafts		

Production Core Deliverables	P-CD-3	Sign-off for TE	[redacted]	
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
Sub Total (excl. VAT			[redacted]	

Document Reference	**HTM 05-03**		Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part E – Escape lifts in healthcare premises**			
	P-CD-1	Project Mobilisation	[redacted]	

Production Core Deliverables	P-CD-2	Iterative Drafts	[redacted]	
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		
	para 3.5.10.8	Training materials and webinars for launch		
			Sub Total (excl. VAT)	[redacted]

Document Reference	**HTM 05-03**	Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part M – Fire Safety in Atria**		

Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]
	P-CD-2	Iterative Drafts	
	P-CD-3	Sign-off for TE	
	P-CD-4	Technical Engagement	
	P-CD-5	Production Final Draft for sign-off	
	P-CD-6	Final Publication document	
	para 3.5.10.8	Training materials and webinars for launch	

			Sub Total (excl. VAT)	[redacted]
Document Reference	**HTM 05-03**		Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part N - Maintenance**			
Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]	
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		
	P-CD-6	Final Publication document		

	para 3.5.10.8	Training materials and webinars for launch	[redacted]	
			Sub Total (excl. VAT	[redacted]

Document Reference	**HTM 05-03**		Break down of pricing for deliverable	Price £
Document Title	**Operational Provisions: Part O (new) – Water Suppression Systems**			
Production Core Deliverables	P-CD-1	Project Mobilisation	[redacted]	
	P-CD-2	Iterative Drafts		
	P-CD-3	Sign-off for TE		
	P-CD-4	Technical Engagement		
	P-CD-5	Production Final Draft for sign-off		

	P-CD-6	Final Publication document	[redacted]
	para 3.5.10.8	Training materials and webinars for launch	
		Sub Total (excl. VAT	[redacted]

Minor Guidance Amendments: Call Off Resource (these rates may also be used to commission additional future activity which is outside the current scope of services).

Please provide your fully inclusive day rates for the following roles; your day rates must be inclusive of all expenses.

This is for information only and will not be evaluated separately. It is required to be commensurate with day rate cost breakdowns provided for the evaluated Phases.

Role	Day Rate (£)
Chartered Fire Engineer	[redacted]
Incorporated Fire Engineer	
Engineering Technician	
Chartered Risk Assessor	
Incorporated Risk Assessor	
Risk Assessor	
Senior Editor	
Production Editor	
Editor	
Typesetting	
Technical Author	
Subject matter expert - Sustainability/Net Zero Carbon	
Subject matter expert - Other (NZ Operational)	
Subject matter expert - Other (NZ Embodied)	
Subject matter expert - Other (Sustainability)	
Subject matter experts - Other (Programme Director)	
Programme Manager	
Project Manager	
Administrator	
Apprentice	
Researcher / Systematic Reviewer	
Knowledge Management Information Specialist / Librarian	
Research Associate	
Director Cost Consultant	
Senior Cost Consultant	
Cost Consultant	
Financial Modelling	

LOT 1 Mandatory Submission but Not Scored

(Section 4.2) Ongoing Safety-Critical Literature Reviews

Requirement

Having carried out an annual Scoping Literature Review on the 4 patient safety-critical HTM topics listed below, carry out a gap analysis to identify if any interim changes to guidance are required:

- Water
- Ventilation
- Decontamination
- Medical Gases

A fixed price for this annual gap analysis is required as a mandatory separate line item but will not be assessed or scored.

	Price (£)
Fixed Price to carry out gap analysis (1 year)	[redacted]
Breakdown of pricing for deliverable:	
HTM Gap Anlysis (each)	
Mobilisation/ introductory call with Client and Technical Author.	
HTM Gap Analysis	
SRO meeting #1	
Continuation of review	
SRO meeting #2	
Continuation of review	
Editorial support to finalise Gap Analysis report	
Submit draft Gap Analysis to NHSE for review and feedback.	
Address NHSE comments and return final Gap Analysis	
Total	

BOTH LOTS Voluntary Submission but Not Scored

(Section 3.5.10) P-CD 6 Publish

Requirement

NHS England would welcome suggestions on ideas and innovation on what additional training could add value when guidance documents are published. Proposals can be submitted with separate costings but will not be scored.

	Price (£)
Costs of additional training at document publication, over and above what set out in base costs against 3.5.10.8	[redacted]
Breakdown of pricing for deliverable:	
Recorded introduction for website	
Lite e-learning: 30 mins	
E-learning - Full Learning Programme : Three Modules: 50 mins (15 min/ full module)	
Total	

LOT 2 Mandatory Submission but Not Scored

(Section 4.2) Ongoing Safety-Critical Literature Reviews

Requirement

4.2.2.1. An annual scoping literature review on Fire related changes in the evidence base since the last evidence review was carried out.

This should be in line with the Evidence Review Specification for Scoping Reviews set out in Appendix 7 of the Statement of Requirements.

A fixed price for this annual scoping evidence review is required as a mandatory separate line item but will not be assessed or scored.

	Price (£)
Fixed Price to carry out Scoping Review (1 year)	[redacted]
Breakdown of pricing for deliverable:	
Delivered in accordance to ITT requirements for scoping review (Priority number 31 and 34)	

LOT 2 Mandatory Submission but Not Scored

(Section 4.2) Ongoing Safety-Critical Literature Reviews

Requirement

Having carried out an annual Scoping Literature Review on the patient safety-critical HTM topic of Fire, carry out a gap analysis to identify if any interim changes to guidance are required.

A fixed price for this annual gap analysis is required as a mandatory separate line item but will not be assessed or scored.

	Price (£)
Fixed Price to carry out gap analysis (1 year)	[redacted]
Breakdown of pricing for deliverable:	
HTM Gap Anlysis (each)	
Mobilisation/ introductory call with Client and Technical Author.	
HTM Gap Analysis	
SRO meeting #1	
Continuation of review	
SRO meeting #2	
Continuation of review	
Editorial support to finalise Gap Analysis report	
Submit draft Gap Analysis to NHSE for review and feedback.	
Address NHSE comments and return final Gap Analysis	
Total	

Schedule 7

Staff transfer

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

Guidance: Four different scenarios could apply regarding staff transfer at the start of service delivery:

1. No staff transfer;

2. Staff transfer from the Authority;

3. Staff transfer from a third party supplier providing services which are fundamentally the same as the Services immediately before start of service delivery under this Contract; or

4. Staff transfer both from the Authority and from a third party supplier.

This Schedule contains wording depending on which circumstances apply and the notes below explain which wording to use for which scenarios.

***If no staff transfer to the Supplier under TUPE** check the box at Part A only.*

***If staff transfer from the Authority under TUPE** check the boxes at Parts B and D.*

***If staff transfer from a current provider under TUPE (i.e. this is a second or third generation TUPE transfer)** check the boxes at Parts C and D.*

***If staff transfer both from the Authority under TUPE and from a current provider under TUPE:** check the boxes at Parts B, C and D.*

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

1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;

1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;

1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any

such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.

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

1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Transferring Employees will transfer on the Transfer Date to the Supplier or any Sub-contractor pursuant to TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions.

1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Transferring Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (including the right to continued access to the NHS Pension Scheme or access to a Broadly Comparable pension scheme which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.

1.3 The Supplier's agreement in Clause 1.2 of Part B of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any employee identified as a Transferring Employee to object to being transferred to the Supplier or any Sub-contractor.

1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:

1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Authority with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;

1.4.2 provide such assistance and information to the Authority as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Transferring Employees, trade unions and employee representatives);

1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and

1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Transferring Employees about any Measures in accordance with regulation 13(6) of TUPE.

1.5 The Authority will on or before the Transfer Date:

1.5.1 pay all wages, salaries and other benefits of the Transferring Employees (including any contributions to retirement benefit schemes) and discharge all other financial obligations (including reimbursement of any expenses) owing to the Transferring Employees in respect of the period before the Transfer Date;

1.5.2 procure that any loans or advances made to the Transferring Employees before the Transfer Date are repaid to it;

1.5.3 account to the proper authority for all PAYE tax deductions and national insurance contributions payable in respect of the Transferring Employees in the period before the Transfer Date; and

1.5.4 pay the Supplier the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Transfer Date.

1.6 The Authority will:

1.6.1 provide such assistance and information to the Supplier as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor, including the provision of all employee liability information identified in regulation 11 of TUPE in relation to the Transferring Employees; and

1.6.2 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE.

1.7 The Authority shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Authority in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier or Sub-contractor, including the Supplier or Sub-contractor failing to comply with its obligations under regulation 13 of TUPE, but only to the extent that such claim is brought by:

1.7.1 any of the Transferring Employees (whether on their own behalf or in their capacity as employee representatives); or

1.7.2 any trade union, staff association or staff body recognised by the Authority in respect of any of the Transferring Employees or any employee representatives acting on behalf of any of the Transferring Employees.

1.8 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and other Staff.

1.9 The Supplier shall indemnify and will keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with:

1.9.1 any act or omission of the Supplier or Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Transferring Employee or Staff (including but not limited to any liability which arises because a Transferring Employee's employment with the Supplier or Sub-contractor is deemed to include their previous continuous employment with the Authority);

1.9.2 any act or omission of the Supplier or Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Authority's failure to comply with regulation 13 of TUPE;

1.9.3 any allegation or claim by a Transferring Employee or any other employee of the Authority that in consequence of the transfer of Services to the Supplier or Sub-contractor there has or will be a substantial change in such Transferring Employee's working conditions to their detriment within regulation 4(9) of TUPE; and

1.9.4 any allegation or claim that the termination of employment of any of the Transferring Employees or any other employee of the Authority whether on or before the Transfer Date which arises as a result of any act or omission by the Supplier or Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.

1.10 If any person who is an employee of the Authority who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from the Authority to the Supplier or any Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned:

1.10.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;

1.10.2 the Authority may offer employment to such person within twenty eight (28) days of the notification by the Supplier;

1.10.3 if such offer of employment is accepted, the Supplier or Sub-contractor shall immediately release the person from their employment; and

1.10.4 if after the period specified in Clause 1.10.2 of Part B of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or such offer has been made by the Authority but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person from the Transfer Date.

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

1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Third Party Employees will transfer on the Transfer Date to the Supplier or a Sub-contractor pursuant to TUPE, the Cabinet Office Statement and (where relevant) Fair Deal for Staff Pensions.

1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Third Party Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (and including (where relevant) the right to secure access or continued access to the NHS Pension Scheme or access or continued access to a Broadly Comparable pension scheme in accordance with Fair Deal for Staff Pensions (which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.

1.3 The Supplier's agreement in Clause 1.2 of Part C of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any Third Party Employee to object to being transferred to the Supplier or any Sub-contractor.

1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:

1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Third Party with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority and any Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;

1.4.2 provide such assistance and information to the Third Party as it may reasonably request to facilitate a smooth and efficient handover of the Third Party Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Third Party Employees, trade unions and employee representatives);

1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and

1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Third Party Employees about any Measures in accordance with regulation 13(6) of TUPE.

1.5 The Supplier shall be responsible for, or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date, for all remuneration, benefits, entitlements and outgoings in respect of the Third Party Employees and other Staff.

1.6 The Supplier shall indemnify and will keep indemnified the Authority and any Third Party in relation to any Employment Liabilities arising out of or in connection with:

1.6.1 any act or omission of the Supplier or a Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Third Party Employee or Staff (including but not limited to any liability which arises because a Third Party Employee's employment with the Supplier or a Sub-contractor is deemed to include their previous continuous employment with the Third Party);

1.6.2 any act or omission of the Supplier or a Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Third Party's failure to comply with regulation 13 of TUPE;

1.6.3 any claim or allegation by a Third Party Employee or any other employee of the Authority or Third Party that in consequence of the transfer of Services to the Supplier or a Sub-contractor there has or will be a substantial change in their working conditions to their detriment within regulation 4(9) of TUPE; and

1.6.4 any claim or allegation that the termination of employment of any of the Third Party Employees or any other employee of the Third Party whether on or before the Transfer Date or not which arise as a result of any act or omission by the Supplier or a Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.

1.7 The Authority shall use reasonable endeavours to transfer to the Supplier or any Sub-contractor the benefit of any indemnity it has from the Third Party.

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

This Part D is designed to protect any Transferred Staff who before the transfer were either (a) employed by an NHS Body or other employer which participates automatically in the NHS Pension Scheme or (b) who transferred from the public sector under the old Fair Deal policy and who remain employed in connection with outsourced public services for more than 50% of their employed time with their new employer. These staff may have been through several changes of employer but they have been and remain continuously employed for more than 50% of their employed time in connection with the Services. These protected staff (who are often referred to as having 'Fair Deal' rights) are referred to in Part D as "Eligible Employees".

If the staff being transferred is thought not include any "Eligible Employees", Part D may not be relevant but should be included in case any such persons actually transfer. Note that staff recruited to work on the Services but who did not originate from an NHS Body or other employer which participates automatically in the NHS Pension Scheme, may be offered "access" to the NHS Pension Scheme by way of separate negotiation between the Authority, the Supplier and NHS Pensions. However, those staff do not enjoy the protection conferred by Fair Deal for Staff Pensions which Part D of this Schedule is intended to implement.

Further explanation of the provisions of Part D can be found in the Department of Health's Guidance on New Fair Deal, which can be accessed here.

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

Guidance: Clause 1.4 (Broadly Comparable Pension Benefits) will not be relevant to most contracts. In the vast majority of cases the Supplier and/or any relevant Sub-contractor(s) will either participate in the NHS Pension Scheme in respect of all Eligible Employees by securing a Direction Letter or be eligible to participate automatically in the scheme where they are an NHS Body by the time the Contract is entered into. Clause 1.4 will apply in the exceptional circumstances where the Authority permits the Supplier to enable relevant staff to have access or continued access to a Broadly Comparable pension scheme.

1 Pension protection for Eligible Employees

1.1 General

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

1.2 Membership of the NHS Pension Scheme

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

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

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

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

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

1.3 Contributions payable

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

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

1.3.3 The Supplier must supply all such information as the Authority may reasonably request from time to time in order to support any claim made by

the Supplier pursuant to Clause 1.3.2 of Part D of this Schedule 7 in relation to a Cost Increase.

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

1.4 Broadly Comparable Pension Benefits

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

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

1.5 Transfer Option where Broadly Comparable Pension Benefits are provided

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

1.6 Calculation of Transfer Amount

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

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

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

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

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

(B) the principles under which the Third Party's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment),

gives the higher figure, provided that where the principles require the assumptions to be determined as at a particular date, that date shall be the Employee Transfer Date.

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

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

1.7 Payment of Transfer Amount

Subject to:

1.7.1 the period for acceptance of the Transfer Option having expired; and

1.7.2 the Supplier having provided the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) with completed and signed forms of consent in a form acceptable to the Third Party's pension scheme (or NHS Pensions) from each Eligible Employee in respect of the Transfer Option; and

1.7.3 the calculation of the Transfer Amount in accordance with Clause 1.6 of Part D of this Schedule 7; and

1.7.4 the trustees or managers of the Supplier's (or any Sub-contractor's) Broadly Comparable scheme (or NHS Pensions, as appropriate) having confirmed in writing to the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Authority will use reasonable endeavours to procure that the Third Party's pension scheme (or the NHS Pension Scheme, as appropriate) shall, on or before the Payment Date, transfer to the Supplier's Broadly Comparable scheme (or NHS Pension

Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

1.8 Credit for Transfer Amount

1.8.1 Subject to prior receipt of the Transfer Amount, by the trustees or managers of the Supplier's Broadly Comparable scheme (or NHS Pensions, as appropriate), the Supplier must procure that year-for-year day-for-day service credits are granted in the Supplier's (Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Supplier's pension scheme.

1.8.2 To the extent that the Transfer Amount is or shall be insufficient to provide benefits in the receiving scheme on the basis set out in Clause 1.8.1 above, the Supplier shall be liable to make a top-up payment into the receiving scheme such that benefits shall be provided by the receiving scheme on the basis set out in Clause 1.8.1 above.

1.9 Premature Retirement Rights

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

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

1.10.1 The Supplier agrees that it shall notify the Authority if it breaches the terms of the Direction Letter. The Supplier also agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier breaches the terms of this Direction Letter.

1.10.2 If the Authority is entitled to terminate this Contract pursuant to Clause 15.5.5 of Schedule 2, the Authority may in its sole discretion instead of exercising its right under Clause 15.5.5 of Schedule 2 permit the Supplier to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.

1.10.3 If the Authority is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Authority shall be entitled to deduct all or part of those arrears from any amount due to be paid by the Authority to the Supplier having given the Supplier five (5) Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Pensions in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.11 Compensation

1.11.1 If the Supplier is unable to provide the Eligible Employees with either:

(i) membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or

(ii) a Broadly Comparable scheme,

the Authority may in its sole discretion permit the Supplier to compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Supplier must meet the costs of the Authority in determining whether the level of compensation offered is reasonable in the circumstances.

1.11.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.12 Supplier Indemnities Regarding Pension Benefits and Premature Retirement Rights

1.12.1 The Supplier must indemnify and keep indemnified the Authority and any Successor against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Employee Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

1.12.2 The Supplier must indemnify and keep indemnified the Authority, NHS Pensions and any Successor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Term.

1.12.3 The Supplier must indemnify the Authority, NHS Pensions and any Successor against all Losses arising out of its breach of this Part D of this Schedule 7 or the terms of the Direction Letter.

1.13 Sub-contractors

1.13.1 If the Supplier enters or has at the Commencement Date entered into a Sub-contract for delivery of all or part of the Services it shall impose obligations on its Sub-contractor in the same terms as those imposed on the Supplier in relation to Pension Benefits and Premature Retirement Benefits by this Part D of this Schedule 7, including requiring that:

(i) if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-contract; or

(ii) if the Supplier has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Supplier's pension scheme into the Sub-contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-contractor, the NHS Pension Scheme) on the basis set out in Clause 1.8 of Part D of this Schedule 7, except that the Supplier or the Sub-contractor as agreed between them, must make up any shortfall in the transfer amount received from the Supplier's pension scheme.

1.14 Direct Enforceability by the Eligible Employees

1.14.1 Notwithstanding Clause 30.8 of Schedule 2, the provisions of this Part D of this Schedule 7 may be directly enforced by an Eligible Employee against the Supplier and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to him or her by the Supplier under this Part D of this Schedule 7 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

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

1.15 Pensions on Transfer of Employment on Exit

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

(i) not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Subsequent Transfer Date;

(ii) within thirty (30) Business Days of being requested to do so by the Authority or Successor, (or if the Successor is offering Eligible Employees access to the NHS Pension Scheme, by NHS Pensions), provide a transfer amount calculated in accordance with Clause 1.6 of this Part D of this Schedule 7; and

(iii) do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Authority be necessary or desirable and to enable the Authority

and/or the Successor to achieve the objectives of Fair Deal for Staff Pensions.

Schedule 8

Expert Determination

1 Dispute Process

1.1 During any Dispute, including a Dispute as to the validity of the Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).

1.2 In the case of a Dispute the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and shall follow the procedure set out in this Schedule 8.

1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:

1.3.1 the material particulars of the Dispute; and

1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.

1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").

1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").

1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.

1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at Clause 4.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in Clause 1.4.2 of this Schedule 8.

1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

1.5 If the procedure set out in Clause 1.4 of this Schedule 8 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 1.6 of this Schedule 8). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 1.6 of this Schedule 8.

1.6 Where the Dispute is referred to binding expert determination the following process will apply:

1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.

1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an "**Expert**"). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen's Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in Clause 1.6.1 of this Schedule 8 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.

1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in Clause 1.6.5 of this Schedule 8).

1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.

1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later ("**Date of Final Representations**"). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.

1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).

1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party Queen's Counsel of their choosing under this Clause 1.6.7 of this Schedule 8. The Parties will pay any such third party costs incurred pursuant to this Clause 1.6.7 of this Schedule 8 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.

1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the "**Expert's Decision**") within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

1.6.9 The Expert's Decision shall include reasons.

1.6.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.

1.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.

1.6.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.

1.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.

1.7 Nothing in this Contract shall prevent:

1.7.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or

1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

1.8 Subject to Clause 1.7 of this Schedule 8 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 8 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert's Decision.

1.9 This Schedule 8 shall survive the expiry of or earlier termination of this Contract for any reason.

Schedule 9
Service Credits

The service credits shall be calculated based on the following formulas:

Service Credit Worked Example (Project KPI)

Project single KPI Failure (document specific) following escalation process	=	3% of the individual guidance document annual cost divided by 4 = **1 service credit**
Worked service credit example (TSG-01 – document - total production cost over 2 years = [redacted] **70% (KPI Score)**	=	[redacted] **= [redacted] / 4 = [redacted] (1 service credit)** (At the end of contract year, all service credits are accrued and redeemed via the contract year end final invoice)

Service Credit Worked example (Programme KPI)

Programme single KPI Failure (programme wide) following escalation process	=	1% of the total yearly cost of services divided by 4 = **1 service credit**
Worked service credit example (TSG-08 total annual service cost = [redacted] **90% (KPI Score)**	=	**£400,000 * 1% = [redacted] / 4 = [redacted] (1 service credit)** (At the end of contract year, all service credits are accrued and redeemed via the contract year end final invoice)

KPI Failure:

Failure of any KPI will follow the **escalation process** (to be implemented on a rolling KPI failure basis) below:

1st quarter Failure – Specific KPI review meeting with the Buyer and Supplier representatives

2nd quarter Failure – The supplier will provide a rectification plan on the underperforming KPI

3rd quarter Failure – Service credit will be applicable