

NHS ENGLAND FACULTY FRAMEWORK

CALL OFF AGREEMENT FOR THE PROVISION OF SERVICES

Faculty Framework reference C67212

Call Off Terms and Conditions

The Authority	NHS England
The Supplier	Chartered Management Institute 77 Kingsway London WC2B6SR
Contract Reference	C285301
Date	<i>[Insert date when signed by the Authority]</i>
Title	C253920 Nat.417 Management and Leadership Development

Where an Order Form is issued by the Authority that refers to the Call Off Agreement, the Contract is made between the Authority and the Supplier on the date of that Order Form. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below ("**Schedules**").

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

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

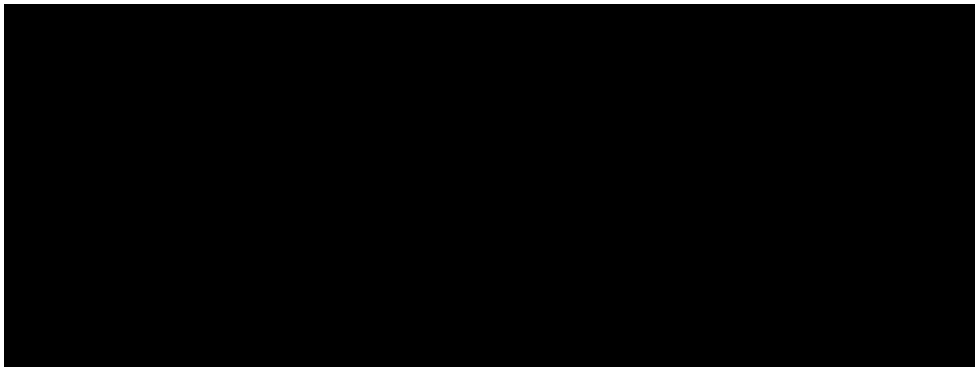
For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of an Order Form covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Order Form.

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



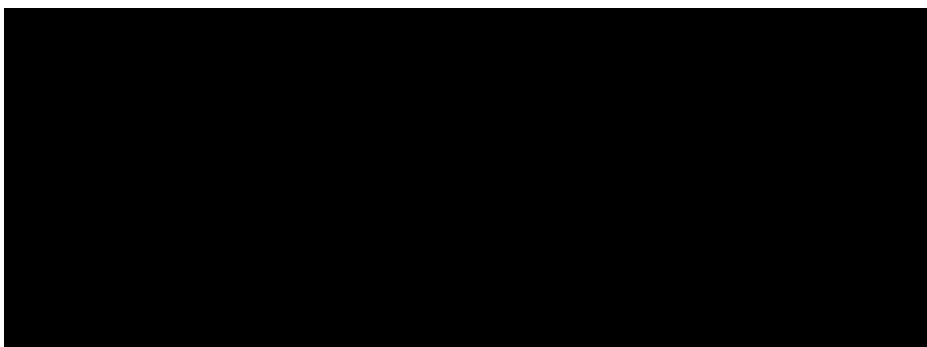
Signed by the authorised representative of THE AUTHORITY

Authority Signature:



Signed by the authorised representative(s) of THE SUPPLIER

Supplier Signature:





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 Requirements
Schedule 6	Tender Response Document
Schedule 7	Commercial Schedule

Schedule 1 of these Call-Off Terms and Conditions

Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.
- 1.2 The Extra Key Provisions set out in Part A of Schedule 7 of the Framework Agreement (Call-off contract, Ordering Procedure, Award Criteria and Order Form) shall apply to this Contract.

2 Term

- 2.1 This Contract commences on the Commencement Date.
- 2.2 The Term of this Contract shall be as set out in the Order Form.
- 2.3 The Term may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum duration applicable to the Contract if such maximum duration is set out in the Call Off Agreement (including any options to extend).

3 Contract Managers

- 3.1 The Contract Managers or Lead Contract Manager (where applicable) at the commencement of this Contract shall be as set out in the Order Form or as otherwise agreed between the Parties in writing.

4 Names and addresses for notices

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

5 Management levels for escalation and dispute resolution

- 5.1 Unless otherwise agreed by the Parties in writing, the management levels at which a Dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager
2	Senior Responsible Officer for Call Off Agreement	Assistant Director or equivalent
3	National Director of NHS England	Director or equivalent

6 Order of precedence

- 6.1 Subject always to Clause 1.10 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
 - 6.1.1 the Call Off Order Form;
 - 6.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
 - 6.1.3 the provisions on the front page of these Call-off Terms and Conditions;
 - 6.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;

- 6.1.5 the Specification and Tender Response Document (but only in respect of the requirements);
- 6.1.6 Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
- 6.1.7 Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions;
- 6.1.8 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations;
- 6.1.9 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

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

- 7.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 7.2 If any person who is an employee of the Authority or a Third Party claims or it is determined that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 7.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 7.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 7.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 7.2.4 if after that period specified in Clause 7.2.2 of this Schedule 1 of these Call-off Terms and Conditions has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the requirements of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (January 2018).



Schedule 2 of these Call-off Terms and Conditions


General Terms and Conditions

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1 Provision of Services

- 1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:
- 1.1.1 promptly and in any event within any time limits as may be set out in this Contract;
 - 1.1.2 in accordance with all other provisions of this Contract;
 - 1.1.3 with reasonable skill and care and in accordance with the provisions of the Call Off Agreement as applicable and/or the provisions of the Order Form;
 - 1.1.4 in accordance with the Law and with Guidance;
 - 1.1.5 in accordance with Good Industry Practice;
 - 1.1.6 in accordance with the Policies; and
 - 1.1.7 in a professional and courteous manner.
- In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.
- 1.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document., Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall if specified in the Order Form 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 and/or the Order Form, 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 of these Call-off Terms and Conditions or any report or communication pursuant to Clause 1.8 of this Schedule 2 of these Call-off Terms and Conditions, the Authority 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 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 Order Form 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 of these Call-off Terms and Conditions, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 of these Call-off Terms and Conditions shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2 of these Call-off Terms and Conditions.
- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule 2 of these Call-off Terms and Conditions, such further rights shall be limited to any



rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier as referred to in any Order Form.

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

3 Cooperation with third parties

- 3.1 The Supplier shall, as reasonably required by the Authority, 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, the Order Form or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be

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- subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.
- 5.4 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.
- 5.5 The Supplier shall:
- 5.5.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 5.5.3 ensure all Staff have the qualifications to carry out their duties;
 - 5.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff;
 - 5.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health or any relevant regulatory body or any industry body in relation to such Staff; and
 - 5.5.6 comply with the Authority's staff vetting procedures and other staff protocols, as may be relevant to this Contract and which are notified to the Supplier by the Authority in writing.
- 5.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's 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 of these Call-off Terms and Conditions;
 - 5.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or

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- other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2 of these Call-off Terms and Conditions; or
- 5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2 of these Call-off Terms and Conditions.
- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2 of these Call-off Terms and Conditions, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
- 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
- 5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
- 5.11 The Supplier shall ensure that the Authority 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 of these Call-off Terms and Conditions 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 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

6.1.1 the criticality of this Contract to the Authority; and

6.1.2 the size and scope of the Supplier's business operations.

6.2 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) Months or at 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 also test its Business Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonable requested by the Authority.

6.3 The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.2 of this Schedule 2 of these Call-off Terms and Conditions 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 or reasonable and proportionate documentary evidence that they have updated or revised their Business Continuity Plan (as applicable) within fourteen (14) Business Days of any material update or revision to such plan.


6.4 On receipt of a copy of the Supplier Business Continuity Plan and/or any revision of such plan and/or the result of any test of the Supplier Business Continuity Plan and/ or any documentary evidence relating to the Supplier Business Continuity Plan the Authority may review such plan, revision, test result and/or documentary evidence and where it reasonably considers that:

6.4.1 any such plan or revision may not sufficiently provide for continuity in the provision of the Services during a Business Continuity Event; and/or

6.4.2 the test result demonstrates that the Supplier Business Continuity Plan will or may fail to provide for continuity in the provision of the Services during a Business Continuity Event;

the Authority may require the Supplier to take such measures, acting reasonably, as it considers appropriate (including the re-testing of the Business Continuity Plan or revision of such plan) to strengthen such plan or such revision and this remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and notified to the Supplier in writing.

6.5 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.


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- 6.6 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.
- 6.7 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.
- 6.8 For the avoidance of doubt, the carrying out of a test of the Business Continuity Plan (including a test of the Business Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under 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 of these Call-off Terms and Conditions.
- 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.
- 7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.


8 Contract management

- 8.1 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. Where more than one Supplier is a party to this Contract, each Supplier shall appoint a Contract Manager to represent that Supplier, and the Suppliers shall appoint one of the Contract Managers so appointed to be their Lead Contract Manager with authority to represent all of the organisations comprising the Suppliers. Should the Contract Manager or Lead Contract Manager be replaced, the organisation replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager or Lead 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 this Contract. The Supplier confirms and agrees that it will 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 or Lead Contract Manager (where applicable)) 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. 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 No more than one (1) week prior to each review meeting, but in any event not less than three (3) Business Days prior to each review meeting the Supplier shall provide a written contract management report ("**Report**") to the Authority regarding the provision of the Services and the operation of this Contract. Where the Parties have agreed to



hold review meetings less frequently than Monthly pursuant to Clause 8.2 of this Schedule 2 of these Call-Off Terms and Conditions then a Report shall, without prejudice to the remainder of this Clause 8.3 of this Schedule 2 of these Call-Off Terms and Conditions, be produced by the Supplier and submitted to the Authority at no less than Monthly intervals. Unless otherwise agreed by the Parties in writing, such contract management report shall contain, as a minimum:

- 8.3.1 details of the performance of the Supplier under this Contract (including as assessed against the KPIs under this Contract since the last Report;
 - 8.3.2 in the case of the first review meeting, a calculation of the number of Primary KPI Failure Points and the number of Secondary KPI Failure Points occurring in the period between the Effective Date and the date of the first review meeting, and in the case of any other review meeting a calculation of the number of Primary KPI Failure Points and Secondary KPI Failure Points occurring in the period between the preceding review meeting and the review meeting at which the Report will be considered;
 - 8.3.3 in the case of the first review meeting, a calculation of the number of KPI Failures relating to the KPIs occurring in the period between the Effective Date and the date of the first review meeting, and in the case of any other review meeting a calculation of the number of KPI Failures relating to the KPIs occurring in the period between the preceding review meeting and the review meeting at which the Report will be considered;
 - 8.3.4 Not used
 - 8.3.5 details of any complaints by the Authority regarding the Services and any complaints from or on behalf of patients or other service users, their nature of any such complaints and the way in which the Supplier has responded to such complaints since the last Report;
 - 8.3.6 the information specified in this Contract;
 - 8.3.7 a status report in relation to the implementation of any current Remedial Proposal by either Party; and
 - 8.3.8 such other information as reasonably required by the Authority.
- 8.4 Unless otherwise specified in this Contract, 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 for resolution in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions.
- 8.5 The Supplier shall provide such management information relating to the operation of this Contract to which the Supplier is a Party (the “**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 any such Management Information to another Contracting Authority, whose role includes (but is not limited to): (a) the analysis of such Management Information (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities); and/or (b)



manage the Call Off Agreement with the Supplier (“**Third Party Body**”). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with Management Information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.

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

8.6.1 storing and analysing the Management Information and producing statistics; and

8.6.2 sharing the Management Information or any statistics produced using the Management Information with any other Contracting Authority.

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

- 8.8 The Authority may make changes to the type of Management Information which the Supplier is required to supply and shall give the Supplier at least one (1) Month’s written notice of any changes.

9 Price and payment

- 9.1 The Contract Price shall be calculated in accordance with the provisions of the Call Off Agreement, as confirmed in the Order Form.

- 9.2 Unless otherwise stated in the Framework Agreement and/or the Call Off Order Form, 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 Framework Agreement and/or the Call Off Order Form:

9.3.1 where the Framework Agreement and/or the Call Off Order Form confirms that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each Month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding Month; or


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


Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time.

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- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 of these Call off Terms and Conditions within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes this Clause 9.5 after a reasonable time has passed.
- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Clause 22 of this Schedule 2 of these Call off Terms and Conditions. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 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 Not used
- 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, represents and undertakes that without prejudice to any warranty implied by an applicable Law:
- 10.1.1 it shall comply with the Framework and/or Call Off Agreement;


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- 10.1.2 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
 - 10.1.3 it has all rights, consents (including, where the Supplier's procedures required, the consent of any parent company), authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;
 - 10.1.4 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;
 - 10.1.5 it shall not make any significant changes to its system of quality processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
 - 10.1.6 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;
 - 10.1.7 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
 - 10.1.8 it will comply with all Law, Guidance, Policies and the Supplier Code of Conduct in so far as it is relevant to the provision of the Services;
 - 10.1.9 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;
 - 10.1.10 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
 - 10.1.11 without limitation to the generality of Clause 10.1.8 of this Schedule 2 of these Call-off Terms and Conditions, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;
 - 10.1.12 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
 - 10.1.13 any equipment it uses in the provision of the Services shall comply with all relevant Law and Guidance, be fit for its intended purpose and maintained



fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;

- 10.1.14 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out at Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;
- 10.1.15 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
- 10.1.16 it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;
- 10.1.17 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10.1.17 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;
- 10.1.18 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);
- 10.1.19 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and/or Order Form) and all accompanying materials is accurate;
- 10.1.20 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
- 10.1.21 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
- 10.1.22 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
- 10.1.23 there are no pending or threatened actions or proceedings known to the Supplier before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier. For the purposes of this Clause 10.1.23 of this Schedule 2 "known" means either where at any point during the Term such pending or threatened actions or proceedings are known of by the Supplier or where at any point


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- during the Term such pending or threatened actions or proceedings ought to be known of by the Supplier;
- 10.1.24 no proceedings or other steps have been taken and not discharged (nor, to the best of the Supplier's knowledge, are threatened) for the winding up of any Supplier or for its dissolution, or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets and/or revenue;
- 10.1.25 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;
- 10.1.26 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract and will promptly notify the Authority if during the Term this ceases to be the case; and
- 10.1.27 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;
- 10.1.28 it shall notify the Authority immediately if they become aware of any actual or suspected incidents of slavery or human trafficking in their supply chains; and
- 10.1.29 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority
- 10.1.30 any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10.1.30 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy. The Authority may, at its absolute discretion, accept a modern slavery transparency statement published by the Suppliers in accordance with the Modern Slavery Act 2015, including but not limited to section 54 of that Act, and any and all other relevant anti-slavery legislation in force from time to time, as evidence of compliance with this Clause 10.1.30 of this Schedule 2.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.
- 10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

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- 10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
- 10.5.2 promptly provide to the Authority:
- (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 10.6 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 of these Call-off Terms and Conditions have been breached or there is a risk that any warranties may be breached.
- 10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.
- 10.8 For the avoidance of doubt, it is agreed that neither the Authority nor any other Participating Authority shall be entitled to obtain damages or otherwise obtain reimbursement more than once in respect of the same loss, liability or damage caused by the same breach of any of the warranties which appear (or are deemed to appear) in both this Contract and the Framework Agreement.
- 10.9 Where:
- 10.9.1 under this Contract the Supplier breaches any warranty set out (or deemed or implied to be set out) in this Contract; and
- 10.9.2 the Participating Authority under the relevant Contract is the Authority; and
- 10.9.3 the same warranty is set out (or is deemed or implied to be set out) in the Framework Agreement;

then the terms of this Contract governing the breach of that warranty and the liability of the Parties shall prevail over the terms of the Framework Agreement.

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, material or any other output supplied to the Authority as part of the Services.
- 11.2 The Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use,



modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or in the Specification and Tender Response Document, 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); and/or

12.1.3 any breach of Clause 10.1.7 and/or Clause 11 of this Schedule 2 of these Call-off Terms and Conditions; and/or

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

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

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

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


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- 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 13.7 of this Schedule 2 of these Call-off Terms and Conditions, the total liability of each Party to the other under or in connection with 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, damages, costs and/or expenses (including without limitation legal costs and expenses) for which that Party is entitled to bring a claim against another pursuant to this Contract, including but not limited to any loss, damages, costs and/or expenses (including without limitation legal costs and expenses) for which one Party is entitled to bring a claim against any other Party pursuant to an indemnity under this Contract.
- 13.5 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under the Framework Agreement, the Authority shall:
- 13.5.1 notify the Supplier of any such claims as soon as reasonably practicable; and
 - 13.5.2 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:
 - (i) relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
 - (ii) 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).

- 13.6 Where the Authority is restricted from transferring any claim to the Supplier in accordance with Clause 13.5 of this Schedule 2 above, the Authority shall in relation to any such claim:
- 13.6.1 notify the Supplier about the claim in writing;
 - 13.6.2 consult with the Supplier about its conduct;
 - 13.6.3 where the Authority chooses to defend the claim, following consultation with the Supplier, defend such claim diligently and, where appropriate, using competent counsel; and
 - 13.6.4 where the Authority is considering settling the claim, consult with the Supplier about whether to settle it and the terms of any such settlement.
- 13.7 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:
- 13.7.1 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 of these Call-off Terms and Conditions shall be replaced with one million pounds (£1,000,000);
 - 13.7.2 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 of these Call-off Terms and Conditions shall be replaced with three million pounds (£3,000,000);
 - 13.7.3 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 of these Call-off Terms and Conditions shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
 - 13.7.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and five percent (105%).
- 13.8 Clause 13 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 of these Call-off Terms and Conditions and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the



Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.


- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements specified in the Framework Agreement, if any.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 of these Call-off Terms and Conditions on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 Any excesses or deductibles under the indemnity cover and policies of insurance referred to in this Clause 14 of this Schedule 2 of these Call-Off Terms shall be the sole and exclusive responsibility of the Supplier.
- 14.7 The Supplier shall from time to time and in any event within five (5) Business Days of written demand from the Authority provide evidence to the Authority, in a form deemed satisfactory in the reasonable opinion of the Authority, that the insurance and/or indemnity arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 of these Call-off Terms and Conditions and/or the provisions of the Framework Agreement are fully maintained and that where applicable any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.8 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 insurance and/or indemnity arrangements for the period of six (6) 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 shall unless terminated earlier in accordance with the terms of this Contract or the general law, continue until the end of the Term.
- 15.2 The Authority:
 - 15.2.1 subject to Clause 15.2.2 of this Schedule 2 of these Call-off Terms and Conditions, 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 referred to in the Key Provisions; or


- 15.2.2 where the Term or any extension of the Term expires at a date the same as or after expiry of the Framework Agreement (including any extensions of the Framework Agreement in accordance with its terms), shall only be entitled to extend the Term with the prior written agreement of the Supplier, such agreement not to be unreasonably withheld or delayed.
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2 of these Call-off Terms and Conditions, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a notice of breach to the other Party ("**Breach Notice**") and allow the Party in breach the opportunity to remedy such breach in the first instance via the submission, agreement and implementation of a remedial proposal ("**Remedial Proposal**") before the non-breaching Party exercises any right to terminate this Contract in accordance with Clause 15.4(ii) of this Schedule 2 of these Call-off Terms and Conditions. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. The date a Remedial Proposal is agreed by the non-breaching Party shall be the date of that 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 within thirty (30) days of the date of the Remedial Proposal 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(ii) of this Schedule 2 of these Call-off Terms and Conditions, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.
- 15.4 Either Party may terminate this Contract forthwith by notice in writing to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:
- (i) not capable of remedy; or
 - (ii) 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 notice in writing to the Supplier if:
- 15.5.1 the Supplier does not commence delivery of the Services by any Long Stop Date;

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- 15.5.2 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 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 or would, if permitted to take effect, constitute a material variation to the provisions of the Framework Agreement or this Contract for the purposes of the Public Contracts Regulations and any applicable provisions of Law;
- 15.5.4 the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 29.1 of this Schedule 2 of these Call-off Terms and Conditions;
- 15.5.5 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 15.6, 23.8; 26.2; 26.4 and 30.3 of this Schedule 2 of these Call-off Terms and Conditions or otherwise set out in this Contract; or
- 15.5.6 the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions that in the reasonable opinion of the Authority are acceptable.
- 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;

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- 15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
- 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions) shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4(i) of this Schedule 2 of these Call-off Terms and Conditions.

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


- 15.7 The Authority may terminate this Contract by issuing notice in writing to the Supplier where:
- 15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations require a new procurement procedure;
- 15.7.2 the Authority has become aware that the Supplier could have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations from the procurement procedure leading to the award of this Contract or could if re-evaluated be so be excluded (subject always to the requirements of Regulation 57 of the Public Contracts Regulations governing such exclusions);
- 15.7.3 the Contract should not have been awarded to the Supplier in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or
- 15.7.4 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 15.7.4.
- 15.7.1 the Supplier has, in the reasonable opinion of the Authority acted in a way likely to bring the NHS and/or the Authority into disrepute:
- 15.7.2 the Supplier has in the reasonable opinion of the Authority acted in a way so as to cause a serious risk to the health or safety of persons, property or the environment;

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- 15.7.3 subject to Clause 15.8 the Supplier breaches any provision or provisions of the Data Protection Legislation whether related to the Framework Agreement, this Contract or otherwise;
- 15.7.4 subject to Clause 15.8 the Supplier breaches any provision or provisions of Schedule 3 of these Call-off Terms and Conditions and the Authority is required to report such breach to the Information Commissioner and/or to the relevant Data Subjects; and/or
- 15.7.5 subject to Clause 15.8 the Information Commissioner takes regulatory action against:
- (i) the Authority; and/or
 - (ii) the Suppliers
- in respect of any act or omission of the Supplier pursuant to this Contract.
- 15.8 Any right of termination set out in Clause 15.7 above that is expressed to be subject to this Clause 15.8 shall only be exercised by the Authority where the Authority considers, acting reasonably, that the breach and/or regulatory action (as applicable) means that the Supplier no longer can give that level of assurance that the Suppliers can guarantee the rights and freedoms of Data Subjects as is required by Data Protection Legislation.
- 15.9 Subject to Clause 15.8 of Schedule 2 of this Contract, the Supplier may terminate this Contract on no less than 6 Months written notice if:
- 15.9.1 there is a change of Law, rule, regulation or professional standard, that would cause the relationship between the Parties set out in this Framework Agreement to violate such Law, rule, regulation or professional standard; or
- 15.9.2 a professional conflict of interest has arisen for the Supplier, whether arising due to any applicable auditor requirements or otherwise, which cannot be managed as required by any applicable professional rule, regulation or standard.
- 15.10 Where the Supplier wishes to exercise their right at Clause 15.9 of Schedule 2 of this Contract, the Supplier must first before service of any notice under Clause 15.9 of Schedule 2 of this Contract consult with the Authority and establish to the satisfaction of the Authority (acting reasonably) that:
- 15.10.1 such violation of Law, rule, regulation or professional standard exists; or
- 15.10.2 such professional conflict of interest exists; and
- 15.10.3 such violation or conflict of interest (as applicable) can only be effectively mitigated by the termination of the Contract.
- 15.11 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 of these Call-off Terms and Conditions shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing notice in writing 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.

- 15.12 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 15.12 of this Schedule 2 of these Call-off Terms and Conditions (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.


16 Consequences of expiry or early termination of this Contract

- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
 - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and
 - 16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 of these Call-off Terms and Conditions for the period set out in Clause 24.1 of this Schedule 2 of these Call-off Terms and Conditions.
- 16.4 The Supplier shall cooperate fully with the Authority 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. To the extent that the Supplier is required by this Clause 16.4 of Schedule 2 to provide access to Confidential Information and where requested of the Authority by the Supplier, the Authority shall use its reasonable endeavours to ensure any replacement supplier enters into a confidentiality agreement with the Supplier on the same terms of confidentiality and non-use as set out in Schedule 3 of these Call-off Terms and Conditions. The Supplier shall only be obliged to provide Confidential Information where a confidentiality agreement has been entered into by replacement suppliers and the Supplier.

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- 16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with any Order Form shall automatically terminate.
- 16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.
- 16.8 The expiry or earlier termination of the Framework Agreement shall not affect this Contract. For the avoidance of doubt, any obligations set out in the Framework Agreement that form part of this Contract shall continue to apply for the purposes of this Contract notwithstanding any termination of the Framework Agreement.
- 16.9 Without prejudice or limitation to Clauses 16.6, 16.7 and 16.8 of this Schedule 2, the Parties agree that the provisions of Clause 22, shall survive the expiry or termination of this Contract for any reason.
- 16.10 Without prejudice or limitation to Clauses 16.6, 16.7 and 16.8 of this Schedule 2, the Parties agree that the provisions of Clause 8 of this Schedule 2 and all obligations upon the Suppliers to provide Management Information under this Contract shall survive the expiry or termination of this Contract for any reason.


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 of these Call-off Terms and Conditions, the Authority may withhold payment under Clause 9 of this Schedule 2 of these Call-off Terms and Conditions.
- 17.4 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 of these Call-off Terms and Conditions.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2 of these Call-off Terms and Conditions, during the period of nine (9) Months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior




written consent of the Authority, such consent not to be unreasonably withheld or delayed:

- 17.5.1 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 of these Call-off Terms and Conditions shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.
- 17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 of these Call-off Terms and Conditions are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
- 17.8 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 of these Call-off Terms and Conditions and (where relevant) the requirements of Clause 1.15 of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.
- 17.10 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 of these Call-off Terms and Conditions;
 - 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, accrued holiday pay, bonuses, commissions, PAYE, national insurance contributions,

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- 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 of these Call-off Terms and Conditions to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 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 of these Call-off Terms and Conditions has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints


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

19 Sustainable development

- 19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:
- 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;
 - 19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and
 - 19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2 of these Call-off Terms and Conditions.
- 19.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2 of these Call-off Terms and Conditions.

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 of these Call-off Terms and Conditions
- 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 of these Call-off



Terms and Conditions, 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 of these Call-off Terms and Conditions.


- 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 For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information format or publication save that the Supplier may specify restrictions on how the Supplier's branding and/or logo are exhibited. For the avoidance of doubt the provisions of this Clause 20.6 of this Schedule 2 of these Call-off Terms and Conditions do not restrict or limit the ability of the Supplier to themselves promote their ability to provide the services 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 of these Call-off Terms and Conditions, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with any Change Control Process if any Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.
- 21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.


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 Subject to Clause 30.3.3 of this Schedule 2 of these Call-off Terms and Conditions, in the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions as the first stage in the Dispute Resolution Procedure.
- 22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted.




Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

- 22.4 If the procedure set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 of these Call-Off Terms and Conditions or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
- 22.6 Notwithstanding the other provisions of this Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, the Parties agree that where indicated in this Contract, or where otherwise agreed between the Parties in dispute, disputes and matters for determination by an expert shall be referred to a single independent expert acting as an expert (and not as an arbitrator) ("**Expert**") to be appointed jointly. Where this Contract indicates that a dispute or matter is to be determined by an expert, a Party may serve notice on the other Party or Parties in dispute requesting reference to an Expert and in the absence of agreement within 14 days on a joint appointment the Expert may be appointed, on the application of a Party, by the President for the time being of the Law Society (or such other person authorised by him to make appointments on his behalf).
- 22.7 If the Expert refuses to act, becomes incapable of acting or dies either Party may require the appointment of another Expert in accordance with Clause 22.6 of this Schedule 2 of these Call-off Terms and Conditions.
- 22.8 Within 7 days of appointment in relation to a particular dispute, the Expert shall require the Parties to submit in writing their respective arguments. The Expert shall, in his absolute discretion, consider whether a hearing is necessary in order to resolve the dispute and/or make a determination (as applicable).
- 22.9 In any event, the Expert shall provide to all Parties his written decision on the dispute and/or determination, within 28 days of appointment (or such other period as the Parties may agree after the reference, or 42 days from the date of reference if the Party which referred the dispute agrees).

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- 22.10 The Expert shall be deemed not to be an arbitrator but shall render his decision as an expert and the provisions of the Arbitration Act 1996 and the Law relating to arbitration shall not apply to his determination or the procedure by which he reached his determination.
- 22.11 The Expert shall act impartially and may take the initiative in ascertaining the facts and the law. The Expert shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.
- 22.12 All information, data or documentation disclosed or delivered by a Party to the Expert in consequence of or in connection with his appointment shall be treated as confidential. The Expert shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Expert's work.
- 22.13 The fees and expenses of the Expert are to be borne as the Expert may direct, or in default equally by the Parties. Each Party will bear their own costs with respect to the reference to an expert, including legal costs and the cost and expenses of witnesses.
- 22.14 The determination of the Expert, except in the case of manifest error, is to be final and binding on the Parties to this Contract.
- 22.15 Nothing in this Contract shall prevent:
- 22.15.1 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
 - 22.15.2 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.
- 22.16 Clause 22 of this Schedule 2 of these Call-off Terms and Conditions shall survive the expiry of or earlier termination of this Contract for any reason.


23 Force majeure

- 23.1 Subject to Clause 23.2 of this Schedule 2 of these Call-off Terms and Conditions neither Party shall be liable to the other 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 of these Call-off Terms and Conditions and will not be considered to be in default or liable for breach of any obligations under this Contract if:
- 23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2 of these Call-off Terms and Conditions;
 - 23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

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- 23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2 of these Call-off Terms and Conditions.
- 23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
- 23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
- 23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.
- 23.6 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 all reasonable 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 in full or in part on service of written notice on the Supplier.
- 23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 23.10 of this Schedule 2 of these Call-off Terms and Conditions, neither Party shall have any liability to the other.
- 23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 of these Call-off Terms and Conditions shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

- 24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
- 24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained by the Supplier for the longer of:
- 24.2.1 twelve (12) years; or
- 24.2.2 the relevant period applicable to that record as set out in the Records Management Code of Practice for Health and Social Care 2021 available at <https://www.nhsx.nhs.uk/information-governance/guidance/records-management-code/records-management-code-of-practice-2021/> or any successor guidance issued from time to time.

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- 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 (who for the avoidance of doubt shall enter into obligations of confidentiality and non-use the same as those in Schedule 3 of these Call-off Terms and Conditions in respect of the Suppliers' Confidential Information) 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. The Supplier shall provide all reasonable cooperation with such audit and accompany the Authority or its authorised representative(s) if requested.
- 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 provide all reasonable cooperation with such audit and inspection and accompany the Authority or its authorised representative if requested.
- 24.5 Without limitation to the generality of Clause 24.3 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:
- 24.5.1 the examination and certification of the Authority's accounts; or
- 24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.
- 24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 of these Call-off Terms and Conditions does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 24.7 The Supplier shall provide all 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 Participating Authority Satisfaction Monitoring

- 25.1 The Authority may from time to time (but not on more than one occasion in any twelve (12) Month period) undertake (or procure the undertaking of) a Participating Authority satisfaction survey, ("**Participating Authority Satisfaction Survey**") the purpose of which shall include (but is not limited to):
- 25.1.1 assessing the level of satisfaction among the Participating Authorities with the supply of the Services by the Suppliers (including the way in which the relevant Services are provided, performed and delivered) and, in particular, the level of

satisfaction as to the quality, efficiency and effectiveness of the Services;

25.1.2 monitoring the Supplier's compliance with the requirements of the Framework Agreement and this Contract;

25.1.3 such other assessment(s) as the Authority may deem appropriate for monitoring Participating Authority satisfaction; and

25.2 The Authority and any other Participating Authorities shall be entitled, but not obliged, to disclose (to any Contracting Authority) the results of the Participating Authority Satisfaction Survey and to use such results to inform decisions under or in relation to the Framework Agreement and this Contract.

26 Conflicts of interest and the prevention of fraud

26.1 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.

26.2 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 26.2 of this Schedule 2 of these Call-off Terms and Conditions shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

26.3 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.

26.4 If the Supplier or its Staff or any other person referred to in Clause 26.3 of Schedule 2 of these Call-off Terms and Conditions commits Fraud (whether in relation to the Framework Agreement or this Contract) the Authority may:

26.4.1 terminate this Contract and recover from the Supplier the amount of loss suffered by the Authority resulting from such termination;

(i) without limitation to the generality of Clause 26.4.1 above any cost and/or expense reasonably incurred by the Authority of making other arrangements for the provision of the Services following such termination including without limitation conducting or supporting the conduct of any Competition to reprocur the affected Services; and

(ii) without limitation to the generality of Clause 26.4.1 above any other additional loss, liability, cost and/or expense incurred by the Authority in relation to the Term of this Contract resulting from such termination; and

26.4.2 recover in full from the Supplier and the Supplier shall on demand indemnify the Authority in full from and against any other loss sustained by the Authority in consequence of any breach of this Clause 26.

27 Equality and human rights

27.1 The Supplier shall:

- 27.1.1 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;
- 27.1.2 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
- 27.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 27 of this Schedule 2 of these Call-off Terms and Conditions.

27.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 27 of this Schedule 2 of these Call-off Terms and Conditions.

28 Notice


28.1 Subject to Clause 22.5 of Schedule 2 of these Call-off Terms and Conditions, any notice required to be given by either Party under this Contract shall be in writing identifying this 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 Order Form or such other person as one Party may notify the other Party in writing from time to time or to a director of the relevant Party at the head office, main UK office or registered office of such Party.

28.2 A notice shall be treated as having been received:

- 28.2.1 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
- 28.2.2 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
- 28.2.3 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.


29 Assignment, novation and Sub-contracting

29.1 The Supplier shall not, except where Clause 29.2 of this Schedule 2 of these Call-off Terms and Conditions applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If



the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

- 29.2 Notwithstanding Clause 29.1 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier may assign to a third party (“**Assignee**”) the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 29.2 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to:
- 29.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2 of these Call-off Terms and Conditions;
 - 29.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;
 - 29.2.3 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;
 - 29.2.4 the provisions of Clause 9 of this Schedule 2 of these Call-off Terms and Conditions continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
 - 29.2.5 payment to the Assignee being full and complete satisfaction of the Authority’s obligation to pay the relevant sums in accordance with this Contract.
- 29.3 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.
- 29.4 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:
- 29.4.1 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;
 - 29.4.2 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 and Guidance and record keeping;
 - 29.4.3 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);
 - 29.4.4 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;

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- 29.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 29.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2 of these Call-off Terms and Conditions, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 of this Schedule 2 of these Call-off Terms and Conditions after a reasonable time has passed;
 - 29.4.7 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;
 - 29.4.8 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 15.7.4 of this Schedule 2 of these Call-off Terms and Conditions;
 - 29.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2 of these Call-off Terms and Conditions; and
 - 29.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 of these Call-off Terms and Conditions in any Sub-contract which it awards.
- 29.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 29.5.1 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
 - 29.5.2 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.
- 29.6 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.
- 29.7 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.

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

30 Prohibited Acts

- 30.1 The Supplier warrants and represents that:

30.1.1 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; or
- (iii) defrauded or attempted to defraud or conspired to defraud the Authority or any other public body; and

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

- 30.2 The Supplier warrants, represents and undertakes to the Authority that in entering into this Contract they have not breached the warranties contained within Clause 30.1 above.

- 30.3 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:

30.3.1 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;

30.3.2 any termination under Clause 30.3.1 of this Schedule 2 of these Call-off Terms and Conditions shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

30.3.3 notwithstanding Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, any Dispute relating to:

(i) the interpretation of Clause 30 of this Schedule 2 of these Call-off Terms and Conditions; or

(ii) the amount or value of any gift, consideration or commission,
shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

31 General

31.1 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.

31.2 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.

31.3 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.

31.4 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.

31.5 If a provision of this Contract that is fundamental to the accomplishment of the purpose of this Contract is held to any extent to be invalid, the Authority and the Supplier shall negotiate in good faith immediately to remedy such invalidity.

31.6 Subject to Clause 31.7 of this Schedule 2 of these Call-off Terms and Conditions, 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.

31.7 The waiver contained at Clause 31.6 of this Schedule 2 of these Call-off Terms and Conditions above shall not apply if the representation, undertaking or warranty relied upon:


31.7.1 is set out in this Contract; and/or

31.7.2 was made fraudulently.

31.8 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.


31.9 The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by general Law, or by any other contract or document. In this Clause 31.9 of this Schedule 2 of these Call-off Terms and Conditions, right includes any power, privilege, remedy, or proprietary or security interest.

31.10 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.

- 31.11 Each Party undertakes at the request of another, and at the cost of the requesting Party, to do all acts and execute all documents which may be necessary to give effect to the meaning and intention of this Contract.
- 31.12 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.
- 31.13 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.
- 31.14 Subject to Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 31.15 All written and oral communications and all written material referred to under this Contract must be produced or conducted in the English language.
- 31.16 This Contract may be executed in any number of counterparts and by the Parties on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts will together constitute one and the same agreement.
- 31.17 No counterpart shall be effective until each of the Parties has executed and delivered at least one counterpart. Where more than one Supplier is a Party to this Agreement, then delivery by the Authority for the purposes of Clause 31.7 of this Schedule 2 of these Call-off Terms and Conditions shall be delivery to the person identified as the Contract Manager or Lead Contract Manager, and delivery by the Supplier shall be delivery to the Authority. Delivery of an executed counterpart is not required by the Supplier to any other of the Suppliers.
- 31.18 Each Party may execute this Contract:
 - 31.18.1 under hand, by their authorised signatory signing the Contract in the appropriate place in the body of this Contract; or
 - 31.18.2 by the application of an electronic signature, by inserting a JPEG image of their authorised signatory's signature in the appropriate place in the body of this Contract.
- 31.19 Delivery of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) for the purposes of Clause 31.16 of this Schedule 2 of these Call-off Terms and Conditions shall be by any method permitted for notices under this Contract at Clause 28.1 of this Schedule 2 of these Call-off Terms and Conditions. If delivery of an executed counterpart is by email the executed counterpart shall be transmitted in PDF, JPEG, or by an alternative format if agreed between the Parties.



Delivery shall occur at the time of receipt as determined by applying the provisions of Clause 28.2 of this Schedule 2 of these Call-off Terms and Conditions.

31.20 If delivery by email is adopted then, without prejudice to the validity of the Contract, each Party shall provide the other Party with the originals of such counterparts as soon as reasonably possible thereafter. Where more than one Supplier is a Party to this Contract, then the Authority shall provide the originals of counterparts executed by the Authority to the person identified as the Lead Contract Manager, and each of the Suppliers shall provide to the Authority the originals of counterparts executed by such Supplier. Suppliers are not, for the avoidance of doubt, required to provide the originals of counterparts executed by such Supplier to any other of the Suppliers.

31.21 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:

31.21.1 notify the Supplier of any such claims as soon as reasonably practicable; and

31.21.2 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:

- (i) relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
- (ii) 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 the 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).

31.22 Where the Authority is restricted from transferring any claim to the Supplier in accordance with Clause 31.21 of Schedule 2 of these Call-off Terms and Conditions, the Authority shall in relation to any such claim:

31.22.1 notify the Supplier about the claim in writing;

31.22.2 consult with the Supplier about its conduct;

31.22.3 where the Authority chooses to defend the claim, following consultation with the Supplier, defend such claim diligently and, where appropriate, using competent counsel; and

31.22.4 where the Authority is considering settling the claim, consult with the Supplier about whether to settle it and the terms of any such settlement.

Schedule 3 of these Call-off Terms and Conditions

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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions shall not apply to any Confidential Information:
 - (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").
- 1.3 The 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 of these Call-off Terms and Conditions. .

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the 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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.


2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
- 2.2 Where the Supplier is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.
- 2.3 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring 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 patients and/or service users as part of the Services, the Supplier shall:
- 2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit;
 - 2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance 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/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 of these Call-off Terms and Conditions, 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.

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- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3 of these Call-off Terms and Conditions, the 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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions

Definitions and Interpretations

1 Definitions

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

“Actual Services Commencement Date”	means the date the Supplier actually commences delivery of all of the Services;
“Authority”	means the authority named on the Order Form;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Specification and Tender Response Document and/or the Order Form;
“Breach Notice”	has the meaning given under Clause 15.3 of Schedule 2 of these Call-off Terms and Conditions;
“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 an influenza 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;
“Call Off Order Form”	means the order form for the Services issued by the Authority in accordance with the Framework Agreement;
“Call-off Terms and Conditions”	means these Call-off Terms and Conditions;
“Change Control Process”	means the change control process, if any, referred to in any Key Provisions;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule of these Call-off Terms and Conditions;

“Commencement Date”	means the date of the Order Form;
“Competition”	means a mini-competition to award a Contract to a Supplier under the Framework Agreement;
“Confidential Information”	<p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any Competition which is:</p> <ul style="list-style-type: none"> (a) Personal Data, Special Categories of Personal Data and/or Criminal Offence 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 Call Off Order Form, the provisions on the front page and all Schedules of these Call-off Terms and Conditions, the Specification and Tender Response Document and the applicable provisions of the Framework Agreement;
“Contracting Authority”	means any contracting authority as defined in Regulation 3 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 Order Form or as otherwise agreed between the Parties in writing or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2 of these Call-off Terms and Conditions;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract calculated in accordance with the provisions of the Framework Agreement and as confirmed in the Call Off Order Form;
“Contract Year”	means in respect of any Contract each period of 12 Months with the first such year commencing upon the Services Commencement Date and each subsequent year commencing upon an anniversary of the Services Commencement Date;
“Controller”	shall have the same meaning as set out in the 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);
“Criminal Offence Data”	means Personal Data relating to criminal convictions and offences or related security measures, as described in the Data Protection Legislation;
“Data Protection Legislation”	means the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; (ii) the GDPR and any applicable implementing Law as amended from time to time; and (iii) all applicable Law about the processing of Personal Data and privacy;
“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 the Order Form;
“Discloser”	has the meaning given under Clause 1.1 of Schedule 3 of these Call-off Terms and Conditions;
“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 3 of these Call-off Terms and Conditions;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Employment Liabilities”	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not

	limited to reasonable legal costs), expenses and all other liabilities whatsoever;
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;
“eProcurement Guidance”	means the NHS eProcurement Strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health 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;
“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;
“Expert”	means an expert appointed pursuant to Clause 22 of Schedule 2 in order to determine disputes reserved for expert determination pursuant to this Framework Agreement and/or disputes that the Parties otherwise agree shall be determined by an expert;
“Extra Key Provisions”	means any extra key provisions set out in Part A of Schedule 7 of the Framework Agreement;
“Fair Deal for Staff Pensions”	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;
“Force Majeure Event”	means any event beyond the reasonable control of the Party in question to include, without limitation: <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters;

	<p>(d) fire;</p> <p>(e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;</p> <p>(f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;</p> <p>(g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen;</p> <p>(h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and</p> <p>(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties;</p> <p>but excluding, for the avoidance of doubt, the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;</p>
“Framework Agreement”	means the Framework Agreement referred to in the Call Off Order Form;
“Fraud”	<p>means any offence under any law in respect of:</p> <p>a) fraud in relation to this Contract and/or the Framework Agreement; or</p> <p>b) defrauding or attempting to defraud or conspiring to defraud the government, parliament, the Authority or any Contracting Authority;</p>
GDPR	means the UK General Data Protection Regulation (Regulation (EU) 2016/679);
“General Anti-Abuse Rule”	<p>means</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>

“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, 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, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the European Commission, the Care Quality Commission and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
“Implementation Plan”	means the implementation plan, if any, referred to in any Key Provisions;
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in 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;
“Information Commissioner”	means the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals, and any other relevant data protection of supervisory authority recognised pursuant to the Data Protection Legislation;
“Intellectual Property Rights”	means: (a) all patents and rights in inventions, copyright, rights related to or affording similar protection to copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any other intellectual property

	<p>rights and the rights to apply for patents and trade marks and registered designs;</p> <p>(b) applications for registration, and the right to apply for registration for any of the rights listed at (a) that are capable of registration in any jurisdiction; and</p> <p>(c) all other rights having similar or equivalent effect in any country or jurisdiction.</p>
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1 of these Call-off Terms and Conditions and/or as part of the Order Form;
“KPI”	means the key performance indicators as set out in the Specification and Tender Response Document and/or the Order Form, if any;
“Law”	<p>means any applicable legal requirements including, without limitation,:</p> <ul style="list-style-type: none"> (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument); (c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (e) requirements set by any regulatory body as applicable in England and Wales; (f) any relevant code of practice as applicable in England and Wales; and (g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);
“Lead Contract Manager”	means for the Supplier the individual specified in the Key Provisions or such other person notified by the Supplier to the Authority from time to time in accordance with Clause 8.1 of Schedule 2 of these Call-off Terms and Conditions being one of

	the Contract Managers with authority to represent all of the organisations comprising the Supplier;
“Long Stop Date”	means the date, if any, specified in the Order Form;
“Management Information”	has the meaning given under Clause 8.5 of Schedule 2;
“Month”	means a calendar month;
“NHS”	means the National Health Service;
“NHS Constitution”	the constitution for the NHS in England set out in Law and/or Guidance from time to time which establishes the principles and values of the NHS in England and sets out the rights, pledges and responsibilities for patients, the public and staff;
“NHS England”	pursuant to section 1H(1) of the National Health Service 2006, which has adopted the name and is known as NHS England;
“NICS”	National Insurance Contributions;
“Occasion of Tax Non-Compliance”	<p>means:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (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;
“Participating Authority Satisfaction Survey”	has the meaning given under Clause 25.1 of Schedule 2 of these Call-off Terms and Conditions;
“Party”	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
“Personal Data”	shall have the same meaning as set out in the Data Protection Legislation;

“Policies”	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time or to which the Authority has granted the Supplier access from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2 of these Call-off Terms and Conditions;
“Process”	shall have the same meaning as set out in the Data Protection Legislation. Processing and Processed shall be construed accordingly;
“Processor”	shall have the same meaning as set out in the Data Protection Legislation;
“Prohibited Acts”	has the meaning given under Clause 30.1.1 of Schedule 2 of these Call-off Terms and Conditions;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2 of these Call-off Terms and Conditions;
“Services”	means the services set out in this Contract;
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Order Form. If no date is specified in the Order Form, the services commencement date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 of these Call-off Terms and Conditions for inclusion in the Authority's services catalogue from time to time;
“Special Categories of Personal Data”	shall have the meaning set out in the Data Protection Legislation;
“Specification and Tender Response Document”	means the Specification and Tender Response Document set out in the Framework Agreement as supplemented by any further information set out and/or referred to in the Order Form and as amended and/or updated in accordance with this Contract;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“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 Order Form;
“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 Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or any Sub-contractor who are either partially or fully assigned to or engaged in the performance of the Services;
“Term”	means the term as referred to in the Key Provisions;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2 of these Call-off Terms and Conditions;
“Transfer Date”	means the Actual Services Commencement Date;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; 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 statute or order shall include any order, regulation, bye law or other subordinate legislation and any extension, modification, replacement or re enactment of that statute, order, regulation, bye-law or subordinate legislation from time to time. References to any order, regulation, bye law or other subordinate legislation shall include any extension, modification, replacement or re enactment of that order, regulation, bye-law or subordinate legislation from time to time. Subject to any contrary provisions in this Contract references to any legal entity shall include any body (or bodies) that takes over responsibility for the functions of such entity.
- 1.3 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.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of, this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Contract as a chargeable item and subject to Clause 31.8 of Schedule 2 of these Call-off Terms and Conditions, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the requirements set out in the Specification and Tender Response Document and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.13 References in this Contract to a European Directive or European Regulations shall be construed to include any legislation incorporating the terms of such Directive or such Regulations (or broadly similar provisions) into English law following the exit of the United Kingdom from the European Union.
- 1.14 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.

Schedule 5 of these Call-off Terms and Conditions

Specification and Requirements

1. Statement of Requirements Summary

Project Title	Management and Leadership Framework
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Project Team Details and Contract Lead

Name of Team	Leadership and Management Centre of Excellence
Name and Title of Contract Lead	

Timeline

Please refer to Document 1 of this document pack, Section 5.2 for applicable timelines for this ITT.

Framework Lot

Lot:		
Lot 1	Leadership Development	X

Lotting Structure	
Does this Statement of Requirement include separate Lots? <i>Please refer to section 7 of this document for further detail</i>	No

Pricing

Maximum Contract Value including extensions	£350,000.00
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- Day rates and total budget envelope noted are exclusive of VAT.
- The total costs will be scored in respect of the weighting. See Document 4

All day rates, budget envelopes and contract values noted above are exclusive of VAT. Please see Document 1 for further information on price evaluation scoring.

Consortia Bids

Consortia Bids	
Consortia Bids are welcomed in response to this specification.	Yes

We are seeking to award one contract to deliver the requirement.

Award Type

Award Type

Single supplier	X
Multiple Suppliers	

The requirements of this specification are suitable for award to a team of faculty, drawn from one supplier organisation OR one supplier organisation acting as a consortium lead. Please refer to Document 3, Appendix 4 Collaboration Statement

Contract Term

Contract Start Date	31st of May 2024	Contract Expiry Date	31st of May 2025
Extension Option	Extension on time base only for further 6 months (12 months + 6 months). The maximum contract term is 18 months.		

**This timeline is indicative and may be subject to change.*

2. Background

Context and programmatic detail

2.1.1 The Contracting Authority intends to work with an external partner, either an individual organisation with the required breadth of expertise or a consortium of partners, to engage with and co-create with the NHS workforce a simple and precise NHS Management and Leadership Framework ("the framework") and assist with its rollout and implementation by providing the Contracting Authority with a clear and comprehensive communications plan (refer to Section 5 for more details).

The framework will comprise:

- (i) a Code of Practice for all NHS and social care managers and leaders
- (ii) Standards and competencies at defined levels of management and leadership from entry level to executive level (for NHS managers and leaders only). Our working assumption is that there will be five levels of leaders and managers in the NHS.
- iii) Creation of curricula which links directly to the Code, standards and competencies and therefore supports and improves manager and leader performance (for NHS managers and leaders only)

2.1.2 The framework is required following the publication of the independent ('Messenger') review of leadership and management in health and care - [Leadership for a collaborative and inclusive future](#) (Messenger and Pollard, 2022). NHS England accepted all recommendations within the report. These included the introduction of "a single set of unified, core leadership and management standards for managers" due to "institutional inadequacy" in the way leadership and management is trained, developed and valued in the NHS. Earlier reviews of leadership and management produced similar recommendations. [Rose \(2015\)](#) called for the introduction of "competency frameworks" to "help set standards", noting that "the performance of management depends on its capacity and ability to set and maintain standards in management, to set and support the right kinds of behaviour". [Berwick \(2013\)](#) also argues that "NHS England... should designate a set of safety-leadership behaviours that can be used in leaders' hiring, in appraisals, in leadership development, and in promotion." [Kark \(2019\)](#) also recommended directors should "meet specified standards of competence to sit on the board of any health providing organisation" and that "training should be available".

2.1.3 The aim of the framework is therefore to provide a clear set of expectations of managers and leaders, support their development and improve their performance through provision of consistent, accredited training aligned to the framework.

2.1.4 In the NHS, there may be approximately 180,000 line managers, with other research suggesting around 30% of staff in acute trusts have managerial responsibilities. In the NHS, entry level, first-time leaders and managers all the way up to executive directors are in scope and may use the framework.

2.1.5 The scope for this piece of work includes all clinical and non-clinical managers and leaders. It extends beyond line managers, but also will include those who may be managers of teams, systems, or processes, services, pathways, sites, estates, theatres, wards etc, or leaders and managers within function areas such as finance, HR, operations and IT etc. The scope of Code use in social care will be co-developed and agreed during the design phase.

2.1.6 Building on, and incorporating where appropriate, existing understanding of what leaders and managers should do, using what works well in other sectors and industries, alongside additional primary research, the Contracting Authority requires the production of the framework. Ultimately, this framework must link clearly to the overall strategic priorities for the NHS, including:

- (i) Delivery of safe, high-quality care to all patients and citizens,
- (ii) Continuous improvement in the planning and delivery of care,
- (iii) Productivity, efficiency and effectiveness,
- (iv) Transformation including data and digital,
- (v) Strategic investment and architecture;
- (vi) Key operational enablers including strong governance, workforce planning and OD, data and analytics, strategy development, implementation & oversight and quality improvement and learning.

2.1.7 The framework will support the delivery of the [NHS Long Term Workforce Plan \(NHS LTWP\)](#). The Plan makes a commitment to leadership, talent, and management development: *“NHS England will continue to deliver talent, leadership and management improvement interventions and will focus on the related Messenger recommendations.”* The Framework will contribute to the three strategic objectives of the Plan:

1. Train – by training the NHS managers and leaders of the future, through the quality assured, accredited programmes aligned to the framework.
2. Retain – by recognising the value of managers and leaders, improving staff experience and engagement, and improving opportunities for development and progression.
3. Reform – by supporting the workforce and employers to work and train in a different, more productive way.

2.1.8 The external partner will have access to (and will have autonomy to decide when and how to use) work already completed by the Contracting Authority, or other projects that are underway and planned by the Contracting Authority to help them produce the framework. The findings may support the proposed methodology used to develop the framework and/or the design or content of the framework.

This includes:

Completed projects:

- *What, why and how of leadership and management standards in health and social care.* A [commentary](#) exploring standards, why they matter and how they could be created.
- A rapid analysis of 18 publications (e.g. Francis (2013), Kirkup (2022), Ockenden (2022) from health and social care that identified over 2,500 references relating to the skills, knowledge, behaviours, personal qualities leaders and/or managers should display.

- A report exploring the *Skills and capabilities of future leaders in health and care*, which identified and defined 10 priority skills/capabilities as well as the skills/capabilities leaders felt they required the greatest level of support in.

Ongoing projects:

- An analysis of leadership and management development internationally. This project will explore healthcare systems to understand how health care leaders and managers are developed in other countries and other health and care environments. The research will compare and contrast a range of different leadership and management development models and the content that they aim to deliver.
- An analysis of the design, content and development of other frameworks used by organisations serving the public. This may support the partner to develop a methodology (by using the experiences of others elsewhere) and/or allow the Authority and partner to identify any gaps in the content of the framework during its development.

Planned projects:

- An expansion of the aforementioned *skills and capabilities of future leaders in health and care* project, to help create an accurate, fair, concise and user-friendly assessment tool, that can be used to identify when leaders and managers are (and are not) achieving the standards and competencies (and to support the development of leaders who need it). The Contracting Authority will work closely with the supplier to agree and align this work with the expectations of the supplier outlined in Section 3.

2.1.9 The current political climate suggests there is an appetite for regulation of NHS managers. NHS Confederation have been [informed](#) by the shadow health secretary that the Labour Party would reform regulation, delivering a “*regulatory framework that strengthens the accountability of managers and enhances patient safety*.” Conservative ministers have [stated](#) it should be investigated whether or not NHS managers need to be regulated in the same way as doctors. Consequently, the effectiveness of NHS management and governance structures and process, external scrutiny and professional regulation are within scope of the [Thirlwall Inquiry](#), which commenced in 2023. Although it is unclear what regulation may look like, or who would hold responsibility for its enforcement, the development of the Management and Leadership framework must be developed with future regulation in mind. Irrespective of any future regulation, this work is expected to be a critical step in defining management and leadership standards and development curriculum for the NHS.

2.1.10 The framework will support the wider objective to help tackle economic inequality and well-being through improving the professional status of managers and the aligned training, by upskilling NHS leaders and managers, improving staff experience and engagement, retention, and opportunities for progression. The framework should also contribute towards greater public confidence in NHS leaders and managers from the public and help to continually build a sense of pride in NHS leaders and managers and to help professionalise these roles. The framework will support the provision of equality of opportunity to all NHS staff to develop a rewarding and fulfilling management career in the NHS, which will in turn enable better patient outcomes and improved population health.

2.1.11 NHS England will conduct an evaluation of the framework and will measure impact using a variety of methods. One method will be the *Learning and Career Development Survey* (an annual survey that seeks to understand the learning preferences, learning needs, barriers and career aspirations of colleagues across health and care) and Electronic Staff Record (ESR) data (if possible).

Relevant outcome measures that will be used to identify success of this project are:

- The percentage increase of people that either Strongly Agree or Agree with the statement: “I am able to meet the standards of management and/or leadership expected of my role” (captured through the survey)
- The percentage increase of people meeting the management and leadership standards (captured through ESR)

Although the supplier will not be responsible for the evaluation, the supplier is expected to fully engage with the Contracting Authority to support their development of an evaluation methodology and support the further development of assessment tools and outcome metrics, where required.

2.1.12 Given the complexities of development and stakeholder engagement, and the sequential nature of some of the elements of the Framework, it is suggested that as far as reasonably possible, elements should be developed in parallel, but that the Code will be delivered first (for the NHS and Social Care), followed by the standards and competencies (for the NHS only), and then the curricula, as per the timeline outlined in Section 5. Implementation of the framework is outside the scope of the tender. All deliverables must be completed by 31 May 2025. This will be a fixed price tender with a budget to the value of no more than £350,000.

3. Standards and Service Specification

3.1. Faculty Requirement

3.1.1 The Contracting Authority is seeking bids from single organisations or consortia to design and develop the framework and to support its roll out and implementation by providing the Contracting Authority with a clear and comprehensive communications plan. These plans will be co-produced with the Contracting Authority's communications team.

3.1.2 The framework will be used by leaders and managers in the NHS (as per section 2.1.4). The Code will be developed through a comprehensive and valuable partnership between Skills for Care and NHS England, to ensure it can be used by, and provide benefits to leaders and managers in the NHS and social care.

3.1.3 The framework will comprise:

i. Code of Practice

This will be a clear and simple document that outlines the values and behaviours expected of all managers and leaders in the NHS and social care.

ii. Standards

Managers and leaders meeting standards should help themselves and/or others meet staff and patient-orientated outcomes. Standards for leadership and management are defined as:

"The level of demonstrable knowledge, skill, awareness, and/or qualities a person, or group of people should achieve to uphold performance in their unique context... these elements could combine to result in behaviours at work, that themselves could also become standards." (Behget et al, 2022)

The knowledge, skills, awareness, behaviours and/or qualities required of leaders of managers must be known so that they can inform the standards. The identification of these attributes, and the level to which they must be demonstrated, are expected to inform the content of the standards.

To meet the Messenger Review recommendation, the standards must cover *"operational, strategic management and... behavioural components and responsibilities for managers for inclusive leadership."*

The standards are for NHS leaders and managers only.

For each standard, we expect a clear rationale (including the outcome(s) it is expected to contribute towards), evidence of how it has been created and an explanation for how a leader or manager would be expected to demonstrate that the standard has been achieved (and how someone assessing a leader or manager against the standard would do so).

The standards (and their underlying competencies) must be layered into progressive, sequential “levels”, ranging from “novice” to “expert”. The levels may be based on factors including profession, work context/environment, level of seniority and extent of influence. The Contracting Authority expects a clear rationale for the inclusion and exclusion criteria by which leaders and managers are aligned to these levels. Our working assumption is that there will be five levels of leaders and managers in the NHS, although if during the development of the framework there is evidence that there should more or fewer levels, this may be discussed with the Contracting Authority.

iii. Competencies

Competencies may be considered the underpinning elements necessary for standards. For a given standard, there may be different levels (and combinations) of knowledge, skills, awareness, behaviours and/or qualities that should be demonstrated. For example, senior managers and leaders may be required to hold greater breadth and depth of knowledge than those who are more junior (and then apply that knowledge in the right way).

The competencies are for NHS leaders and managers only.

For each competency, we expect a clear rationale (including the outcome(s) it is expected to contribute towards), evidence of how it has been created and an explanation for how a leader or manager would be expected to demonstrate that the competency has been achieved (and how someone assessing a leader or manager against the competency would do so).

Furthermore, with possible future regulation in mind, we expect a report that identifies what steps may need to be taken (if any) to translate the final standards and competencies into mandated standards and competencies based on different scenarios for how they may be enforced.

iv. Curricula

Future developmental interventions for leaders and managers will directly relate to the content of the Code, Standards and Competencies. As part of the framework, the Contracting Authority expect the following:

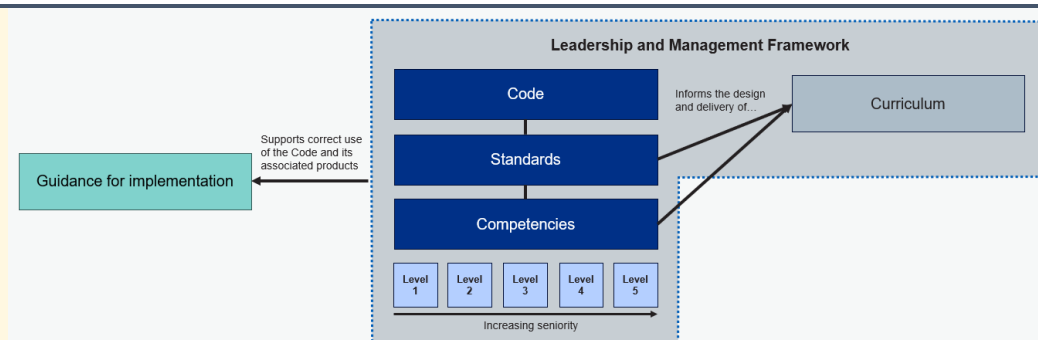
- A vision/mission statement describing the overall purpose for the curricula.
- Goals (learning outcomes) for each programmatic level that should be achieved at the conclusion of the learning process.
- An outline of best-practice developmental methods for each standard and competency at each level (where possible).

These elements must be specific and detailed enough to inform the educational strategy used by education providers who design and/or implement future interventions. This may relate to, but is not limited to, the learning theory, the determination of content and assessment of learning.

The curricula are to support the development of NHS leaders and managers only.

To support the future implementation of the curricula, the Contracting Authority suggests the external partner may wish to critically assess the portfolio of leadership and management programmes that NHS England have responsibility for. This could identify any gaps in what is delivered, any superfluous content or any other alterations to design or content that should be addressed, to ensure that all interventions align directly to the Code, Standards and Competencies.

3.1.4 The framework is conceptualised in the diagram below:



3.1.5 Methodology

One approach to developing leadership and management standards in healthcare has [been published](#) (Behget et al, 2022). Briefly, this comprised several steps including:

- Clarify: articulate why standards are needed and who the standards are for
- Analyse and design: conduct a needs and situational analysis to understand what is required to deliver important health and social care outcomes
- Pilot and evaluate: check that the standards are attainable, measurable and have positive consequences

3.1.6 The Contracting Authority is interested in the Tenderer's proposals to deliver the Framework. The methodology deployed must reflect the diverse and complex environments where NHS leaders and managers work and what is expected of them. This will ensure that the Framework has the greatest chance of being appropriate and effective for all. We expect examples of existing codes, standards, competencies and/or curricula from the public and private sector to be useful resources – to inform both the approach and the final product. Primary research (i.e. meaningful and extensive engagement with NHS leaders and managers from a variety of clinical and non-clinical professions, at different levels of seniority), should drive understanding of how successful leaders and managers operate.

3.1.7 Regardless of the approach, certain requirements must be fulfilled:

3.1.7.1 NHS staff and communities must be involved in the development and co-creation of the framework, to learn from existing work and good practice, and help to build buy-in. The external partner must develop the Code by working with representatives from relevant social care groups and individuals. It is also expected that extensive engagement with other key stakeholders will be necessary, including regulators, employers, royal colleges, unions, professional bodies, membership bodies, and staff and patient representatives. This co-creation is required to meet the recommendations of the Messenger Review.

3.1.7.2 The Professional Standards Authority (PSA), which provides oversight of regulators and Accredited Registers in healthcare, will be a key stakeholder in this work and will be part of the steering group throughout. The PSA will act as a strategic partner and "critical friend", helping to ensure the right steps are being taken to ensure readiness and to advise on regulatory models, should manager regulation be sought.

3.1.7.3 Skills for Care will also be a strategic partner to the Contracting Authority and closely involved in the development of the framework, engaged particularly in the co-design around the code but also involved throughout the whole of the programme of work to socialise and align outputs of elements where appropriate in adult social care.

3.1.7.4 The framework must align with existing professional codes and standards (e.g. for leaders and managers who are also [doctors](#), [nurses](#), [allied health professionals](#) (e.g. physiotherapists), registered managers, and other professionals including finance professionals etc) to ensure the framework complements, rather than duplicates or contradicts, their content.

3.1.7.5 The development methodology and content within the framework will need to align with the key strategic priorities of the NHS and social care, as well as all other relevant reports, reviews, frameworks and existing leadership and management offers, including, but not limited to:

- [The Long Term Plan](#)
- [The Long Term Workforce Plan](#)
- [The NHS Equality, Diversity and Inclusion Improvement Plan](#)
- [The NHS People Promise](#)
- [NHS Constitution](#)
- [Our Leadership Way](#)
- [People profession manager expectations](#)
- [Health and social care review: leadership for a collaborative and inclusive future](#)
- [Kark review of the fit and proper persons test](#)
- [NHS leadership competency framework for board members](#)
- [Next steps for integrating primary care: Fuller stocktake report](#)
- [Code of Conduct for NHS Managers](#)
- [Leadership Qualities Framework](#)
- [Code of Conduct](#)
- [Care Workforce Pathway](#)
- Fit and Proper Person Requirements
- [Manager Induction Standards](#)
- [People at the Heart of Care](#)

3.1.7.6. The framework must link to the NHS Strategic Objectives (section 2.1.5) be designed to support the delivery of the NHS LTWP (section 2.1.6), and achieve the objectives and outcomes outlined in sections 2.1.9 and 2.1.10.

3.1.7.7 The framework must be simple and concise.

3.1.8 The scale of use of the framework will directly impact its effectiveness (at an individual, organisational and national level). Uptake across the NHS may be influenced by a successful launch, and effective, sustainable engagement by the Contracting Authority. We therefore expect a clear and comprehensive communication plan, that the Contracting Authority can use during implementation of the framework. This may consist of, but is not limited to; suggested stakeholders and marketing materials (for example suggested copy for newsletters, website or social media etc) that raise awareness of the framework and optimise its uptake across the NHS. Other thoughts on how the supplier could contribute to successful launch and implementation are welcomed, and the approach to this will be agreed with the Contracting Authority.

Please note that executing the communication plan (as part of the launch and rollout of the framework) is the responsibility of the Contracting Authority.

3.1.9 The deliverables produced (as per section 5) by the supplier must be signed off by the Contracting Authority. This may occur after the contract with the successful supplier has ended. In addition, at key stages throughout development of the framework, we expect the steering group to have sight of the progress made and approve what has been done before the next phase commences. As a minimum, this must involve seeking agreement from the steering group on:

- The exact scope of the Code, Standards and Competencies (i.e. what aspects of leadership and management these products will and will not cover) so they support delivery of what is outlined in Sections 2.1.5, 2.1.6, 2.1.9 and 2.1.10.
- The format of the Code, Standards and Competencies (i.e. how the text is organised and how the Code, Standards and Competencies link to each other)

- The content within the Code, Standards and Competencies (i.e. the language used, and how this affects its tone and meaning)

Collaboration Required

3.1.10 This programme will be designed and delivered in a highly collaborative way between the Contracting Authority, the suppliers and the wider NHS service, including the Leadership and Management Framework Steering Group, which will be convened and administered by NHS England. The successful supplier will work closely and collaboratively with:

- The Contracting Authority to review design
- Key stakeholders internally and externally to NHS England for input, e.g. the Professional Standards Authority, Skills for Care, Care Quality Commission, Department of Health and Social Care, General Medical Council, Nursing and Midwifery Council, Health and Care Professions Council and any others deemed necessary by the Contracting Authority.
- Internal teams and groups within NHS England for key expertise such as Workforce, Training and Education, NHS IMPACT team, Communications and Marketing, NHS England's Management and Leadership Committee
- NHS leaders and managers, patient, carer and service user representatives, and wider health and care professionals
- Skills for Care, social care leaders and managers, patient, carer and service user representatives, and wider health and care professionals (for the Code only)

3.1.11 Please note that the above list of stakeholders is not exhaustive and it might be extended. For the avoidance of doubt all associated costs relating to the consultation of these groups must be included within the fixed price

3.1.12 The Contracting Authority will be responsible for the ultimate sign off through a Steering Group and final approval for any decisions relating to the framework in its entirety, including the final Code, standards, competencies and curricula.

Data Protection

3.1.13 The successful supplier will have access to NHS data and therefore will be acting as a Data Processor on behalf of the Contracting Authority. A Data Processing Agreement is included as part of the tender pack outlining the suppliers' responsibilities with regards to processing NHS data.

4. Essential Skills

4.1. Specific Skills and Experience Required

4.1.1. The complexity and scope of the requirement requires a breadth of expertise and we encourage bids from single organisations and from consortia comprising multiple suppliers. Either approach must meet the requirements below.

4.1.2. Specific experience, skills, knowledge and expertise are required in the following areas:

4.1.2.1. Managing large-scale and complex engagement with a range of different stakeholders.

4.1.2.2 The identification, critical appraisal, and practical learning/use of local practice with regards to developing leadership and management standards including publication, use and impact of codes, standards, competencies and training.

4.1.2.3 The ability to select and use the optimal research methodology to create a strong evidence base for the design and development of a framework including the ability to critically assess evidence from a range of

sources and to use this insight to inform methods used to create frameworks and/or launch a framework

4.1.2.4

4.1.2.5 Identifying and reviewing other existing frameworks across health and care (e.g. medical, nursing, finance and others) and the ability to adjust content in a framework to ensure alignment

4.1.2.6. Designing Codes of Practice

4.1.2.7 Designing leadership and management standards and competencies across public and/or private sector organisations

4.1.2.8 Creating plans to support and/or managing rollout and implementation of such frameworks with evidence of high take-up

4.1.2.9 Understanding how the use of a code, standards, competencies and curricula could be evaluated, to assess their impacts on individuals, their colleagues, their employer and those they serve (i.e. patients)

4.1.2.10 Expertise (academic and/or pedagogical and/or andragogical) in designing development curricula linked to standards and competencies including the ability to create engaging training/developmental content,

4.1.2.11 Understanding and experience of implementing/delivering NHS or social care strategic priorities

4.1.2.12 Understanding and experience of implementing/delivering high-profile and/or politically sensitive products

4.1.2.13 Understanding of the remit of NHS England in relation to the broader health and care system

4.1.2.14 An understanding of and ability to work with, diversity and difference amongst peer faculty who may have a different background/approach, and participants and their workplace priorities – fostering a compassionate and inclusive learning culture. This may involve adapting products delivered to meet the needs of our participants.

4.1.2.15 Knowledge of the NHS and social care, and broader system, and the challenges faced by leaders working in complex and challenging organisations / systems at all levels.

4.1.2.16 An ability to work in a responsive, agile and client centred way towards agreed outcomes, working proactively to ensure that the programme runs in line with NHS England strategy and values, and the principles of the NHS constitution, especially as related to inclusion.

5.Key Deliverables

5.1. Milestones

5.1.1 Milestones and timeframes will depend on the methodology proposed by the Partner (and agreed with the Contracting Authority). Below the final products expected are presented alongside suggested interim milestones.

5.1.2 Milestone 1:

Deliverable (by 31st October 2024): A clear and simple Code of Practice for all NHS and social care managers and leaders, aligned to existing “codes” such as the [NHS Constitution](#), the [Principles of Public Life](#), [Our Leadership Way](#) and the [NHS People Promise](#) and any other relevant documents in social care, including the [Leadership Qualities Framework](#), [the Code of Conduct, Care Workforce Pathway](#), Fit and Proper Person Requirements, [People at the Heart of Care](#) and the [Manager Induction Standards](#).

The format, scope and content of the Code of Practice must be signed off by the steering group during its development.

This will include interim milestones (and the Contracting Authority would welcome other suggestions) such as:

- A report that critically assesses current (local and national) publications that should inform the Code or that must align to the Code

- A report that summarises the findings of extensive engagement with leaders and managers across health and social care that has informed the content and design of the Code
- A report that summarises the outcomes of a limited test period to refine the content and structure of the Code

5.1.3 Milestone 2:

Deliverable (by 20th December 2024): Standards and competencies at defined levels of management and leadership from entry level to executive level, setting out expectations at each level. The standards and competencies will need to be accompanied by a clear rationale for the inclusion and exclusion criteria by which leaders and managers are aligned to these levels. This will need to take into account the new Leadership Competency Framework and the Fit and Proper Persons' Test Framework, as well as existing standards and competencies across professions within the NHS workforce where people are also leaders and managers.

The format, scope and content of the standards and competencies must be signed off by the steering group during their development.

This will include interim milestones (and the Contracting Authority would welcome other suggestions) such as:

- A report summarising the findings of a survey and/or interviews to identify optimal leadership and manager competencies and behaviours and what contributes towards these competencies and behaviours being enacted.
- Delivery of standards and competencies which have been tested with internal and external stakeholders (to include staff, patients, other communities etc) alongside evidence of how the standards and competencies were created and an explanation of how a leader or manager would be expected to demonstrate that the standards and competencies have been achieved.
- A critical assessment of the content and use of existing Codes, Standards, other publications etc (e.g. General Medical Council leadership standards, Nursing and Midwifery Council Code and standards) to ensure future alignment and compatibility.

5.1.4 Milestone 3:

Deliverable (by 30th April 2025): Learning and development curricula for each level of management and leadership, linking directly to the Code, standards and competencies, to support future quality-assured and / or accredited development offers for all NHS leaders and managers. This needs to be supported by a vision statement describing the purpose and learning outcomes for each programmatic level. In addition, an outline of what are considered to be good practice developmental methods for each standard and competency at each level.

This will include interim milestones (and the Contracting Authority would welcome other suggestions) such as :

- Presenting the learning objectives that should be met by managers and leaders at different levels to support performance against the Code and standards.
- Identifying optimal educational strategies for standards and/or competencies and presenting them in a report.

5.1.5 Delivery of Milestones 1 - 3 will form the NHS Leadership and Management Framework in its entirety.

5.1.6 Milestone 4:

Deliverable (by 31st March 2025): A clear and comprehensive engagement and implementation strategy supported by a communication plan, that the Contracting Authority can use during implementation of the framework. This will include, but is not limited to: suggested stakeholders, marketing materials (for example; suggested copy for newsletters, website or social media etc), and other supporting resources that positively raise awareness of the framework and optimise its uptake across the NHS.

This element will require a co-production approach with the communications team in NHE England.

Please note that executing the communication plan (as part of the launch and rollout of the framework) is the responsibility of the Contracting Authority.

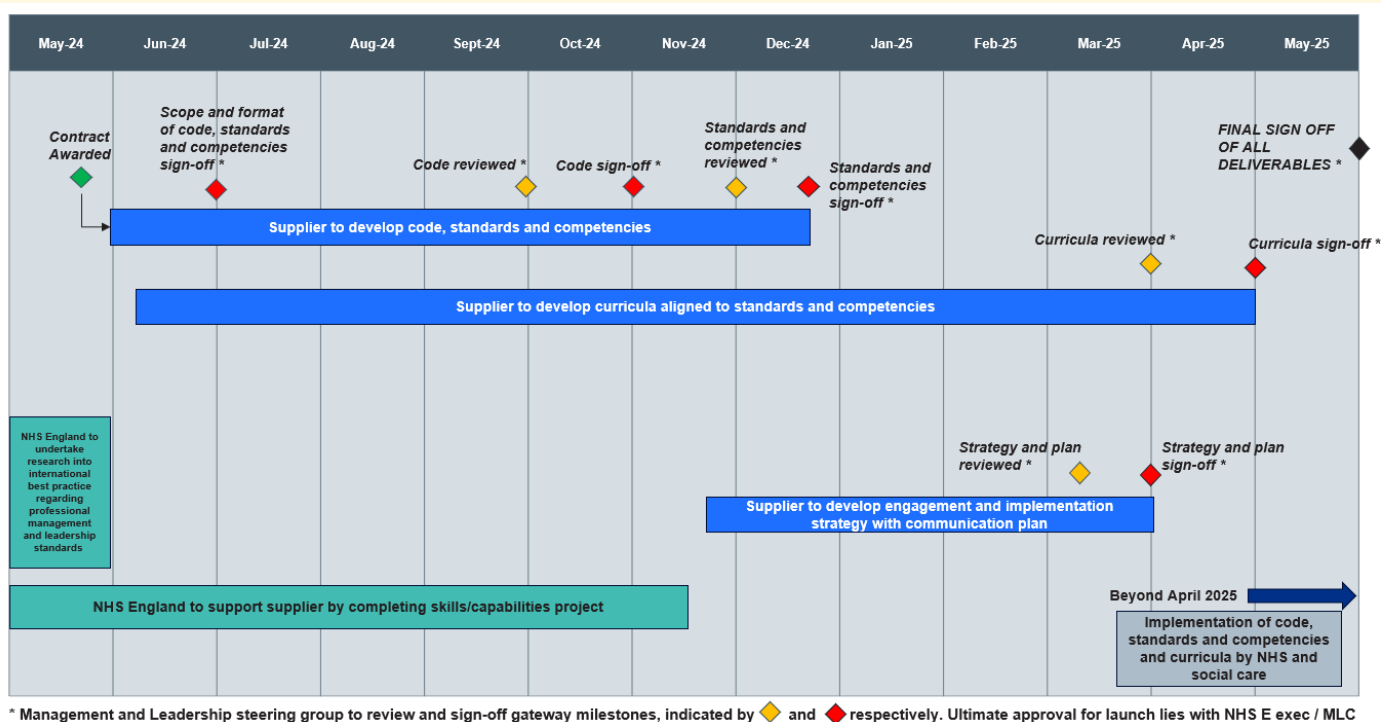
This will include interim milestones (and the Contracting Authority would welcome other suggestions) such as:

- Production of an evidence-based option appraisal outlining different strategies to launch the framework
- Delivery of a proposal on what elements from the framework could be mandated if necessary and high level assessment of costs to the system.
- Feedback from the service on the consideration of using gateway points for progression in NHS management and leadership careers.

5.1.7 Delivery of all milestones must include suggested evaluation methodology, assessment tools and outcome metrics that will need to be collected during the design and implementation for the purpose of future evaluation and impact assessment.

5.1.8 For the avoidance of doubt, the Contracting Authority is looking to receive all the above outputs within the timescales stated and should be provided in an editable format (preferably Microsoft Word), fully branded (the Contracting Authority will advise on appropriate branding) and fully accessible. The Supplier should create a code, standards, competencies and curricula - but these are subject to internal sign off procedures. The Contracting Authority requires the supplier to amend any of the required outputs if they don't successfully get signed off by Steering Group. The successful supplier must acknowledge that the final executive sign off of the framework might occur after the end of the contract and the final version might differ from the one agreed with the successful supplier

5.1.9 The milestones and indicative interim deadlines are summarised in the timeline below. The timeline includes a two-month period (March-May 2025) for the supplier to finalise any deliverables that require further attention after review by the Steering Group.



5.1.10 Launch and rollout of the framework is anticipated to occur beyond April 2025

5.1.11 Expenses are not payable via this tender.

6.Relevant Information

Invoicing and Payments	<p>The Supplier shall invoice the Contracting Authority, within fourteen (14) days of the provision of service milestone being approved by the Contracting Authority (signed off by the Steering Group), the Contract Price in respect of the Services provided in compliance with this Contract in the preceding Month.</p> <p>The payment profile for this Contract is in line with the Commercial Schedule of the Statement of Requirements,</p> <p>Payment can only be made following satisfactory delivery of pre-agreed products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed breakdown of work completed.</p> <p>Invoices should be submitted via Tradeshift (http://www.tradeshift.com)</p>
Expenses	<p>Expenses are not payable for this tender.</p> <p>Attendance at all meetings required to deliver the obligations under this contract shall be at the Supplier's own expense</p>
Contract Management	<p>In managing this contract, both the supplier and NHS England are committed to maintaining the highest standards of transparency, accountability, and efficiency. A designated Business Contract Manager from both parties shall oversee the execution of the contract's terms.</p> <p>Performance will be gauged through regular monitoring of established KPIs, with updates submitted to the Business Contract Manager.</p> <p>Regular project update meetings shall be conducted to discuss progress, performance, address any issues, and plan for future service delivery.</p> <p>Any variations to this contract shall follow a pre-agreed process, ensuring all changes are appropriately documented and authorised.</p> <p>All documentation related to the contract's execution must be properly maintained and available for inspection by NHS England (Contracting Authority) or its representatives. Audit rights shall be reserved by NHS England (Contracting Authority) to ensure compliance with contractual terms.</p>
Inclusion	<p>All Faculty members working on behalf of NHS England (Contracting Authority) must understand and have an ability to work effectively with diversity and difference amongst peers and participants. Embracing diversity and fostering a culture of compassionate and inclusive leadership through their development practice – being a key role-model within this – are required as central tenets of your practice.</p>

7 ITT Technical Questions

Quality Questions		
Ref	Question	Weighting
0.	<p>Prequalifying questionnaire around essential skills:</p> <p>The supplier possesses and can demonstrate all the skills listed in section 4.1.2 – Yes/No (Pass/Fail)</p> <p>Please do not include any attachments in response to this question.</p> <p>Please note if you answer no to this question, your bid will not be considered and no further questions will be evaluated.</p>	<p>N/A</p> <p>Yes = Pass</p> <p>No = Fail</p>
1.	<p>Please outline the skills you deployed to successfully design and develop similar frameworks (and/or Codes, Standards, Competencies and Curricula in isolation or combination).</p> <p>Please include in your response:</p> <ul style="list-style-type: none"> • Your methodology and rationale for the approach • How you managed key stakeholders who may have held varied perspectives or competing demands • How you knew your process and products were successful • What challenges you faced, and what lessons you learnt, that will inform your approach to the development of this framework <p>(Response page limit 3 Word document pages with font size 11, font type Arial, and a minimum of left to right margin of 1cm and top to bottom 2.5 cm margin. This must include any graphics and/or diagrams)</p>	20%
2.	<p>Please describe your high-level approach to design and develop of this leadership and management framework within the timeframes.</p> <p>Please include in your response:</p> <ul style="list-style-type: none"> • What methodologies you will use to ensure that the products are robust and evidence-based • How you will critically examine and account for existing frameworks, guidance, standards etc • How you will co-create the framework with the NHS and social care workforce and wider stakeholder groups <p>(Response page limit 3 Word document pages with font size 11, font type Arial and a minimum of left to right margin of 1cm and top to bottom 2.5 cm margin. This must include any graphics and/or diagrams)</p>	20%
3.	<p>Please describe your experience of supporting the successful roll-out and subsequent uptake of similar frameworks and give an overview of your</p>	15%

	<p>approach to the implementation of this leadership and management framework.</p> <p>Please include in your response:</p> <ul style="list-style-type: none"> • Examples of successful framework roll outs that you have led or been involved with • What you think the challenges that you may face could be and how you will overcome them <p>(Response page limit 3 Word document pages with font size 11 and font type Arial, and a minimum of left to right margin of 1cm and top to bottom 2.5 cm margin This must include any graphics and/or diagrams)</p>	
4.	<p>Please provide details of the project management methodology and the supporting project plan with indicative timescales based on the requirements in Section 3 (standards and service specification) above.</p> <p>(Response page limit 2 Word document pages with font size 11, font type Arial and a minimum left to right margin of 1cm and a top to bottom 2.5 cm margin. This must include any graphics and/or diagrams)</p>	15%
5.	<p>Detail how, through the delivery of the contract, you plan to increase social justice, diversity, and inclusion within the workforce through your intervention and in other areas as appropriate, please provide further details.</p> <p>(Response page limit 2 Word document pages with font size 11, font type Arial and a minimum left to right margin of 1cm and a top to bottom 2.5 cm margin. This must include any graphics and/or diagrams)</p>	10%
6.	<p>For consortia bids only, please provide the structure of the consortium including names of the companies, your contractual relationship with the companies and the company's remit in the delivery of the work</p> <p>(Response page limit 2 Word document pages with font size 11, font type Arial and a minimum left to right margin of 1 cm and top to bottom 2.5 cm margin. This must include any graphics and/or diagrams)</p>	0%
Total 80%		

Bids that exceed the required parameters may not pass compliance checks and therefore may not be considered.

Please do not include any commercial elements in your response to technical questions.

8 Key Performance Indicators (KPIs)

The project is overseen by [REDACTED]. Timelines for deliverables will be re-confirmed at the project initiation meeting. The quality and content of the deliverables will be reviewed at project review meetings.

The successful supplier is expected to provide updates as required, including the prompt escalation of any risks and issues to the Business Contract Manager. Specific evaluation metrics, how they will be measured, and timescales are outlined below.

Business Contract Manager	[REDACTED]
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Detailed below is a summary of the key performance indicators for this requirement. Please refer to Section 3 of this document for further detail on deliverables

	KPI Descriptor	Measured By	Date
1	Project initiation has taken place and work has commenced.	Attendance at the initiation meeting	Within week 1 of contract
2	Delivery of a detailed project management plan and a methodology for developing the framework (including agreement on scope and format of code, standards and competencies) within 2 weeks of the project initiation meeting	Sign off by the Steering group	Within 2 weeks of the project initiation meeting
3	Milestone 1 and all associated interim milestones, as defined in the Key Deliverables section, delivered to Steering Group for review by end of September 2024 and signed off by the Steering Group by end of October 2024	Submitted to and approved by the Steering Group	31/10/24
4	Milestone 2 and all associated interim milestones, as defined in the Statement of Requirements section, delivered to the Steering Group for review by end of November 2024 and signed off by the Steering Group by 20th December 2024	Submitted to and approved by the Steering Group	20/12/24
5	Milestone 3 and all associated interim milestones, as defined in the Statement of Requirements section, delivered to the Steering Group for review by end of March 2025 and signed off by the Steering Group by 30 April 2025	Submitted to and approved by the Steering Group	30/04/25
6	Milestone 4 and all associated interim milestones, as defined in the Statement of Requirements section, delivered to the Steering Group for review by 7 March 2025 and signed off by the Steering Group by 31 March 2025	Submitted to and approved by the Steering Group	31/03/25
7	Production of Supplier Performance Reports	Project Review Meetings	In line with the cadence of meetings

8	Final sign off of all milestones and deliverables by Steering Group	Accepted and agreed at Project Review Meeting	By end of May 2025
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Any potential disputes will follow the Dispute Resolution process as outlined in the Faculty Framework Terms and Conditions (Schedule 2, 22. Dispute Resolution).

9 Location

The delivery of services under this contract shall be conducted through collaboration both virtually and face to face.

The virtual delivery of services may include, but is not limited to, video conferences, online documentation sharing, and any other methods facilitated via electronic communication.

10 Terms and Conditions

As detailed within Document 1 of this tender pack (and Appendix 2 of Document 3), the proposed terms and conditions for this engagement are the NHS England Faculty Framework Call-Off Terms and Conditions.

No amendments shall be considered or accepted in relation to the Terms and Conditions. Failure to accept the terms will result in disqualification.

Schedule 6 of these Call-off Terms and Conditions

Tender Response Document

Q1 - Skills we deployed to successfully design and develop similar frameworks - The consortium collectively possesses the requisite skills, knowledge, and practical experience to guarantee the successful delivery of this project. Our unique combined expertise, deep understanding of this sector and proven history of collaboration & co-creation means the project's objectives will be achieved with precision and quality.

Chartered Management Institute (CMI): As the lead member of the consortium, CMI will use its 75 years of experience designing, accrediting and facilitating leadership programmes to ensure effective, standardised and high-quality delivery across the NHS. This project is at the heart of our mission and supports our unwavering commitment to developing and enabling qualified managers and leaders; giving them the management and leadership skills they need to fulfil their own potential and unlock the potential of others. With our Professional Standard underpinning all programmes, high-quality accreditation powers and Chartered designation, we can bring the requisite skills and experience to your framework development. Demonstrating a further ability to meet your requirements, we have developed our own Code of Conduct outlining the values and behaviours required of high-standard managers and leaders. CMI will be leading the governance process, meaning you will be actively engaged throughout. Case study examples of our successful design and development of similar frameworks to yours are outlined below:

Chartered Management Consultant Award: In 2018/2019, CMI collaborated with the Management Consultancies Association (MCA), the trade body for the consulting industry, to create the **Chartered Management Consultant Award** as the highest status you can achieve in management consulting.

Methodology and rationale: The requirement was an award representative of both the views of Management Consultants and the established standards that they measure against. To achieve this we took an approach involving both stakeholder engagement and alignment with existing codes, principles and frameworks. This involved identifying key stakeholders and holding multiple engagement, consultation and feedback sessions throughout the development of the award. Additionally, to ensure quality, we aligned the Award with:

- The CMI Code of Conduct and Practice for Leadership and Management
- The MCA Consulting Excellence Principles
- Competency frameworks from MCA member organisations
- Competency frameworks from a further cross-section of professional chartered institutes

The result was an award comprising the following 4 main components with a set of guiding principles for each: **ethics and professional standards**, **leadership and management**, **consulting operating environment**, and **personal and professional development**. These create a structured basis for the award's pathways and methods of assessment. They allow individual consultants and organisations to easily compare capabilities, establish how much they match the criteria and determine what they need to meet the standards set.

Managing key stakeholders: We managed a **large-scale, complex engagement** with a range of stakeholders, including professional firms such as PWC, EY, Deloitte, IBM, KPMG, BAE, PPL, GoBeyond, Atkins and Arcadis. To ensure that participant's needs were reviewed and considered at each stage of development, we conducted a stakeholder mapping exercise at the start of the project. We also held milestone meetings with key stakeholders and provided regular project updates. Collaborative methods included hosting round-table discovery workshops and sprint-style workshops to cover specific key areas/issues. For a truly representative award, we ensured that stakeholder groups covered stakeholders from all levels of seniority, a range of different sectors/specialisms and different cultural/ethnic backgrounds. To further determine/implement improvements and publicise benefits, we hold ongoing Pulse Point surveys with Consultants undertaking the award.

Evidencing success: To date, over **1180 Consultants** have achieved Chartered status with another 1800 on the journey and more than 50 leading consultancy firms involved. Upon consultation with the first 1000 Management Consultants to undertake the award, **9 out of 10** respondents agreed that the award:

- Recognises their proven track record in management consulting
- Demonstrates their commitment to their personal and professional development
- Allows them to demonstrate a level of excellence and credibility to their clients
- Demonstrates integrity and commitment to ethics through adherence to the competency framework

Testimonial from [REDACTED]: *"CMI's collaborative and iterative approach ensured that feedback from stakeholders was incorporated into the framework leading to cross-industry buy-in and endorsement - and for the first time, resulting in a recognised standard of career excellence for management consultants to aspire to, and for clients to measure against."*

Challenges and lessons learned: A key challenge was the large number of frameworks that needed aligning with and the broad range of stakeholders that needed to be worked with to gain buy-in. To ensure this was evident, all feedback was responded to in a timely way and was evidenced by sharing "You Said; We Did" documents outlining how feedback was implemented. We also established a **Steering Group** to oversee the Award involving a cross-section of stakeholders, including those with experience with/understanding of the frameworks that the award aligned with. Based on the effectiveness of this approach during the design/development of the Award, we will create a Steering Group for your framework.

Cabinet Office – Line Management Capability (LMC) Standards: In collaboration with **KPMG**, CMI is currently working with the LMC Team within the Cabinet Office to develop a set of standards that will set out expectations required of all line managers within the Civil Service.

Methodology and rationale: Demonstrating collaboration with key stakeholders, to scope out the requirements and understand the 'must haves' for the Standards, we led an initial introductory workshop with the LMC Team. This also allowed us to establish ways of working, what support was needed and proposed timelines. Further stakeholder collaboration then included the following:

- **Development workshops:** One full day face-to-face each week to scope out what each pillar of the Standards needed to be included and the language that needed to be used.

- **Authoring activities:** Drafting the initial statements for immediate stakeholder review (LMC Team, KPMG project team, and Coventry University). Once this initial feedback had been received the statements were then iterated ready to be presented at the editing meeting.
- **Editing meeting:** One full day face-to-face with the KPMG project team and LMC SMT reviewing full draft Standards, advising any final changes required before submission for content testing.

Managing key stakeholders: To ensure each level of stakeholder was able to review the results of feedback accordingly, we carefully planned out milestones for when this engagement would take place. Before work commenced, we identified the key working stakeholders as the LMC Team and KPMG. We also engaged with Coventry University in their consultation, who provided academic rigour as a 'critical friend'. After the initial development process, several participant stakeholders were identified and engaged with for road testing and feedback focus groups. This included HR Deputy Directors and Line Managers across the Civil Service, acknowledging the politically sensitive nature of the Civil Service. During this, we sought feedback on the Standards to ascertain what needed to be revised during the iteration stage. Feedback was then fed upward to finalise the Standards and shared with senior stakeholders including Cabinet Office Boards and Ministers.

Evidencing success: The road-testing feedback sessions have identified a **satisfaction level of over 80%** in the content of the Standards. This further evidences our successful approach and project management skills, meeting all of the timelines requested by the client, and they are now requesting our involvement/feedback in the ongoing development activities which will support the implementation and rollout of the Standards.

Testimonial from [REDACTED]: *"CMI has brought valuable cross-sector insight into the standards development process, advising us of cross-sector best practices, emerging themes and future challenges to enable the future-proofing of the framework. They have constructively challenged throughout the process and ensured the standards align with wider best practice and take account of emerging societal expectations, trends and technologies."*

Challenges and lessons learned: The scale and complexity of the Civil Service organisational structure meant that multidisciplinary departments such as DWP, Defra, MoJ and MoD used terminology and language specific to those departments. The Framework developed had to be standardised across the organisation and be fit for purpose. We addressed this challenge through our robust consultation and communication processes. Through these, we identified where language had been standardised and ensured quality/accuracy by discussing it with stakeholders with an understanding/familiarity of specific language terminology. The lessons learned from this can be applied to your framework to ensure a standardised approach to NHS departments or profession-specific language.

Demonstrating experience within the medical field and with **NHS organisations**, we have extensive experience working with over **70 NHS Trusts**. In 2020, we worked with **West Hertfordshire Teaching Hospitals Trust (WHTHT)** to develop & accredit their Management and Leadership courses to unify managers and leaders with consistent, core standards for learning and development. The result was an enhanced version of **Transform**, the programme for highly skilled medical Consultants that starts

at first-line leadership level. Evidencing success, in their most recent inspection in June 2020, from the Care Quality Commission, the Trust had progressed from “Requires Improvement” to “Good” in the category of “Well-Led”. The impact on career and succession planning has also been positive, with participants of CMI’s recognised training at WHTHT on average 50% more likely to have been promoted than their colleagues. [REDACTED], said of working with CMI: “The CMI syllabus provides a framework for leaders and managers to exemplify the Trust’s Values of Care, Commitment and Quality and make others feel able to do so.”.

Additional experience from consortium members - Demonstrating the ability of our consortium members to employ skills from similar contracts, all members have experience delivering similar requirements, including:

KPMG: Demonstrating experience developing leadership and management frameworks with large public organisations, KPMG recently collaborated with CMI on the development of the LMC Standards outlined above. They also worked collaboratively with the NHS Leadership Academy to co-design and co-develop two leadership development programmes, supported by a clear governance structure. Evidencing further experience working with NHS bodies, KPMG partnered with the **Nursing & Midwifery Council (NMC)** to establish the regulation of the new nursing associate role across England. This included developing a set of proficiency standards setting out the knowledge, skills and behaviours required. These standards have been widely accepted, with over **10,000** nursing associates registered with the NMC. The project involved a successful review and analysis of the **NMC’s Code of Conduct** to update it and make it applicable to the new role. Demonstrating key skills as a part of standards development, KPMG implemented public consultation sessions and ran a series of iterative workshop sessions with employers, clinicians and educationalists across the NHS. This has allowed them to understand their expectation of skill profile in the context of healthcare roles at different levels and to input on the standards.

Faculty of Medical Leadership and Management: As the professional home for medical leadership in the UK, FMLM have convened stakeholder groups to support the design/development of multiple leadership standards for the healthcare sector. This includes their “**Leadership and Management Standards for Medical Professionals**” which have been mapped to the NHS Leadership Academy professional standards, the Care Quality Commission’s Well-Led Framework and the General Medical Council’s Generic Professional Capabilities, Good Medical Practice, and Leadership Standards. Demonstrating key skills of stakeholder consultation, FMLM has existing strategic partnerships with all four NHS administrations and longstanding pan-UK partnerships with 10 NHS Trusts. The CEO has briefed the UK Chief Medical Officers’ Quarterly Meeting and FMLM is a member of the UK Health Alliance on Climate Change that represents around 1 million health professionals, producing guiding principles for health organisations to demonstrate leadership skills.

Florence Nightingale Foundation (FNF): For **90 years**, FNF has provided exceptional and unique leadership programmes for nurses, midwives, nursing associates and more recently Allied Health Professionals (AHP). FNF is frequently commissioned by NHSE and many NHS organisations in the UK to provide leadership programmes for these health professionals. In 2022/2023, FNF delivered leadership development opportunities to **16,500** nurses, midwives and AHPs and has published its transformational leadership work. Over 80% state they have been promoted within two years of undertaking a FNF programme. Throughout its work, FNF has deployed various skills/methods including mixed-method research, theory-based approaches, and participatory action research to ensure its work remains current, relevant and evidence-based.

In summary, the consortium will deliver this project in a consultative, collaborative and inclusive manner working with all relevant stakeholders and applying our collective wealth of best practice, experience, knowledge and skills to ensure that project requirements and milestones are met.

Q2 - Our high-level approach to designing and developing this leadership and management framework. As a consortium, our approach to developing this NHS management and leadership framework will be a collaborative activity maximising our collective skills, experience and expertise. This will ensure the end product exceeds your expectations and is delivered within the expected timeframes.

To maximise the time available, we will collaborate with NHSE and Skills for Care, plus the Steering Group, to identify requirements before developing each part concurrently. This approach ensures that the Code of Practice sets the underlying principles upon which to build the Standards and Competencies, which in turn will then determine the structure and content of the Curricula. This will allow sufficient time to undertake rigorous feedback and testing, as well as an opportunity for the Steering Group and their key stakeholders to review each component before it is approved. For an approach inclusive of the diverse views and voices of framework participants, we will identify key stakeholders and consult with them at all stages of design and development to gather and implement ongoing feedback. Demonstrating ability and experience, the collective skills and experience that our consortium will bring to the design/development of your framework are outlined below:

- **Chartered Management Institute (CMI):** As the consortium lead, CMI has a proven track record of successfully designing, developing & accrediting leadership and management frameworks across the public and private sectors. Renowned for a commitment to turning accidental managers into conscious, inclusive leaders, CMI has earned the esteemed position of one of the **market leaders** in the sector. As an independent distinguished Professional Body and standard setter on management and leadership, CMI will tailor their proven co-creation methodologies to lead the design and development of this leadership and management framework for both clinical and non-clinical managers & leaders and offer quality assurance through accreditation & chartership.
- **Faculty of Medical Leadership and Management (FMLM):** With a proven track record in developing clinical management and leadership standards, FMLM will apply this expertise to co-develop the NHS management and framework. This includes ensuring the framework is accurate, responsive to the clinical requirements and has been mapped against existing frameworks, guidance and standards. In addition, they will use their knowledge/expertise developing training materials as a key part of curricula development. They will also draw upon their **partnerships with 10 NHS Trusts**, as well as their existing networks and relationships with other clinical bodies, to support the convening of key stakeholder consultation groups for co-creation.
- **The Florence Nightingale Foundation (FNF):** Demonstrating ability, the FNF has been providing leadership development opportunities for nurses and midwives for over 90 years and are frequently commissioned by NHSE to provide leadership programmes for health professionals. With a reach of over 250,000 nurses and midwives including **120 Chief Nurses** as members, they will support the development of this framework by convening key stakeholder consultation groups for effective co-creation.
- **KPMG:** Providing extensive experience, KPMG have developed a range of competency and skills-based frameworks, guidance codes of practice and standards across the private and public sectors, including the Nursing and Midwifery Council (NMC). They also have experience in successful programme design and delivery, including the design, development and delivery of NHS Leadership

Academy leadership development programmes. Using this knowledge, they will undertake a review of existing curricula used across the NHS as well as support the development of the framework. Through this work on existing healthcare frameworks, they will provide support in convening key stakeholder consultation groups including the Professional Standards Authority (PSA) and other clinical bodies.

How will we, as a consortium, ensure that the products developed are robust and evidence-based?

By drawing from the consortium's extensive experience in successfully developing management and leadership frameworks, we will implement a proven co-creation methodology which aligns with existing healthcare best practices. Additionally, we will underline our methodology with a robust, **evidence-based** process by reviewing and engaging with key literature and other management frameworks, including, but not limited to those referenced in section 3 of the ITT. In line with this, our process for developing the framework will be structured by our **7 key steps**, underlined by a focus on inclusive collaboration, monitoring and evidence-based processes. These key steps are outlined below:

Hosting an initial discovery session: To understand **NHS England's** core requirements of the framework, the consortium will host a discovery session with key stakeholders including **Skills for Care**, the **NHS Steering Group**, and the **PSA**. This will enable us to establish your underlying principles, objectives, focus areas and expectations needed, from which to develop the codes, standards, competencies and curricula. It will also allow us to explore future evaluation options such as chartership and also diagnostics, which can be used as a gap analysis to identify the starting point for individuals and track overall progress. By considering evaluation at this early stage in the project, you will be able to consider what your planned training/progression has to look like ahead of time. This includes how it could be embedded within your employee lifecycle, how it could be linked to performance and achieving outcomes, how it will support and be standardised across the whole organisation and how it could serve as a foundation for any potential future regulation.

Establishing relevant working and editing groups: As a consortium, we will form working groups responsible for authoring and developing each component, as well as internal editing groups made up of the senior members of the consortium. These will include each consortium member's wider networks to support the initial reviews as well as finalise each component of the framework at its draft and final stages.

Establishing and engaging with NHS and key stakeholder consultation groups: For an informed and planned approach, we will work with NHS England to identify broader key stakeholder consultation groups and define each member's role at every project stage. This will allow us to remain inclusive and aware of the views/voices of all framework participants. Through this collaboration, these stakeholder groups will include clinical and non-clinical representation across all levels of seniority and representation from all ICBs, as well as other key bodies including PSA, CQC, DHSC, GMC, NMC, and HCPC. Our approach will guarantee that stakeholders are aware of the development of the framework, feel their voices are heard and are invested in its successful implementation and rollout.

Ensuring a collaborative approach is taken to gain consensus and gather feedback: To identify any gaps in content & curricula, we will conduct a gap analysis and summarise our findings in a report. This will establish whether any specific leadership competencies in the standards are not being adequately addressed and will inform the development of the vision/mission statement and the curricula. The consortium will adopt a structured approach, similar to the **Delphi Method**, when seeking ongoing feedback from the NHS and key stakeholders. This will include several iterative rounds of virtual focus groups, questionnaires, in-person round table events and sprint-style workshops targeting key areas

of concern at each stage of the project phase. Our collaborative approach will be inclusive of both clinical and non-clinical roles. Through continuous engagement throughout each project stage, we will collect data and undergo iterative cycles of planning, action, and reflection.

Incorporating evidence-based and experiential learning into the framework: We will ensure that opportunities for individuals to evidence competence using work-based & experiential learning are embedded into the framework. We will do this by collaborating with NHSE and the Steering Group to embed the finalised framework into the employee life-cycle, including how you train, retain, and reform talent and address current workforce challenges. To further enhance learning for all levels of seniority, within the curricula we will include opportunities for reflective practice, including the use of Chartered Manager assessment, and experiential learning, mentoring and coaching as a mechanism to capture good performance (positive not punitive). This will include identifying opportunities for improvement linked to the framework and training needs analysis.

Using a cyclical development model for designing the curricula: We will commit to developing future-proofed curricula that are designed to provide a unique and highly effective curricula architecture methodology. To achieve this, as well as effective, stimulating, inclusive and relevant learning and teaching practices, we will operate a continuous review process within the agreed project timescales. This will enable us to monitor the validity and reliability of the curricula developed and ensure that the content covers all of the knowledge, skills and understanding needed to meet each of the curricula programme objectives. It will also serve as a platform for refining and innovating our development, ensuring they remain agile and responsive to the evolving needs of the NHS and the project.

Pilot testing and evaluation of the framework: Once the standards and competencies within the framework have been drafted, we will conduct 2 rounds of testing with different stakeholder groups to evaluate the effectiveness, relevance, and impact of the content and proposed design, and to inform any potential iterations required. We will work with NHS England and the Steering Group to ensure robust evaluation activities are embedded into the implementation plan. This will enable you to measure changes in leadership competencies, behaviours and performance including subsequent impacts on patient, health and care outcomes.

How we will critically examine and account for existing frameworks, guidance and standards - Collectively, our consortium has significant expertise in mapping proposed framework content to existing frameworks, as well as supporting the development of other frameworks. For example, the CMI Professional Standards for Management and Leadership is mapped to both regulatory (for example, IfATE Occupational Standards and National Occupational Standards) and other sector frameworks giving non-clinical context. Because the Professional Standard sets out what good practice looks like, we will use it as the benchmark when tailoring it to the development of your framework. Through a process of stakeholder engagement, we will ensure the framework has the right language to resonate across the different levels of seniority and roles within the NHS. Demonstrating further experience, FMLM has mapped their “Leadership and Management Standards for Medical Professionals” to the NHS Leadership Academy professional standards. Both FMLM and FNF will use their expertise to ensure the proposed framework content is mapped to existing clinical frameworks within the health and care sector.

How we will co-create the framework with the NHS and social care workforce and stakeholder groups - To enable effective co-creation of this Management and Leadership Framework, we will review our developed code of practice, standards/competencies and curricula with **NHS England** at each stage/milestone of the project to ensure they are fully embedded and woven into all aspects of the framework. In line with your requirements, we will work closely with the PSA and Skills for Care

during the co-creation of the framework. Our consortium members KPMG already have a strong relationship with the PSA from previous regulatory work in the public and private sectors. We will engage with the PSA from the discovery phase and throughout the project to set up agreed approaches and mechanisms for sharing information at key milestones. Through engagement with the PSA, we will ensure the appropriate steps are taken to ensure manager regulation can be sought and impact can be measured at the appropriate time. To ensure that the framework (particularly in terms of the co-design of the code of practice) aligns with the outputs of adult social care, we will engage with Skills for Care throughout.

Engaging with wider stakeholder groups

The complex development and implementation of this work will require careful planning as well as sensitive stakeholder management. As a consortium, we have strong relationships across regulation (including the Professional Standards Authority), the key national bodies, the NHS (KPMG works across 272 NHS organisations) and directly with a diverse range of NHS leaders through the networks of each team member. KPMG has also reviewed the Department of Health and Social Care where they engaged over 75 national organisations, regulators, professional representatives and patient bodies on the impact of regulatory reform.

One of our key aims is to create a framework that will create a compassionate and inclusive culture across the NHS, and to do this we will ensure that we incorporate the correct language, ways of working, appropriate competencies and behaviours and existing learning frameworks and strategies, as well as identify, map and engage with other partner and stakeholder organisations such as CQC, NHS Providers, Royal Colleges, NHS Employers, DHSC, professional regulators, and provider representatives. Using their extensive reach, the clinical partners in our consortium will convene stakeholder consultation groups from all areas across England. Providing fair representation, these groups will be formed of clinical leaders, nurses and midwives across the career pathway working in both the NHS and Social Care, as well as non-clinical representation.

In summary, we will deploy a structured approach to design and development, in line with the vast experience our consortium partners have designing/developing management and leadership frameworks, as well as our past close working relationships with NHS bodies. To bolster this expertise, by working closely with stakeholders on an ongoing basis throughout development, our approach will be led by the views, voices and experiences of those who will ultimately engage with the completed framework.

Q3 - Experience of supporting the successful roll-out and subsequent uptake of similar frameworks

As a consortium, we have collective experience of successfully developing and rolling out fit-for-purpose frameworks and curricula, similar to your requirements, that have delivered meaningful impact across the public and private sectors. Evidencing our experience of successfully rolling out similar frameworks, we have provided the following case study examples below:

Chartered Management Institute (CMI) - CMI is at the forefront of developing and subsequently rolling out management and leadership frameworks, curricula and qualifications globally. Providing a best-practice framework for management and leadership and identifying the skills required of employers over the next 5-10 years, CMI has worked collaboratively with a range of both private and public-facing organisations, to map our Professional Standards to their own management and

leadership frameworks with accreditation. To evidence our support of their successful roll-out and uptake, we have provided the following case studies:

Chartered Management Consultancies Association (MCA) CMI collaborated with the MCA to implement the **Chartered Management Consultant Award** as the highest status you can achieve in the management consulting profession. Evidencing the successful roll-out of the framework, we received the following testimonial, from [REDACTED]

CMI continues to support the roll out of the award through workshops, webinars, guidance and masterclasses. As a result, the Chartered Management Consultant award has now been adopted widely across the industry by some of the leading consulting firms in the world. Since its launch more than 1,180 consultants have been awarded Chartered status, another 1,800 are on the journey, and more than 50 leading consulting firms are engaged in rolling out ChMC to their staff."

The National Fire Chiefs Council (NFCC) To improve leadership capability across the **Fire and Rescue Service (FRS)**, CMI worked in collaboration with the NFCC to roll-out the NFCC Supervisory and Middle Leadership Development Programmes. CMI worked closely with the NFCC to understand their requirements and created a rollout and implementation plan that required us to collaborate with key stakeholders at various stages, including Chief Fire Officers, Senior Leadership Team members and Learning & Development professionals. Evidencing a successful roll-out and implementation, the Supervisory programme has seen **1500 learners** registered within the last 18 months.

Experience rolling out learning and development frameworks across the healthcare sector Demonstrating experience in rolling out learning and development frameworks across the healthcare sector, there are currently **3,429 learners** undertaking 41 health-related CMI dual accredited courses with **26 higher education institutes**. Out of these, 51 learners are undertaking Senior Leader Apprenticeships. In addition, we work with 13 NHS Trusts and recognise or accredit the learning contact of 1,470 learners.

KPMG - NHS Leadership Academy KPMG worked collaboratively with the **NHS Leadership Academy** to successfully implement 2 leadership development programmes, demonstrating an ability to work at pace. For example, KPMG's work with the NHS Leadership Academy included the implementation of a Master's degree for the Anderson programme. Highlighting their efficient implementation approach, this was taken through the quality assurance processes of the Universities of Manchester and Birmingham and rolled out/accredited within **5 months**.

During the roll-out/implementation of the programmes, KPMG demonstrated the ability to work in a responsive, agile and client-centred way to ensure the programme aligned with NHS England's strategy. To successfully iterate these multi-award-winning programmes, KPMG managed the large-scale and complex engagement with a range of different stakeholders and incorporated sector; academic; and patient representation into the design team. The programme has been delivered with constant evaluation and governance review. In response to participant feedback during the pandemic showing a strong need for leadership development support, they worked with the NHS Leadership Academy to redesign the Bevan programme to operate through a completely virtual delivery model. This meant residential workshops and participant interactions were managed through a Microsoft Teams environment. This allowed the delivery of leadership development support at a critical time for our healthcare leaders and now provides ongoing flexibility in the programme design. Evidencing the effective implementation of these blended learning programmes, they have now been running

successfully for over 10 years. With the **NHS Leadership Academy** KPMG has proudly supported over 4,500 participants on their leadership development journey to date.

Faculty of Medical Leadership and Management (FMLM) - FMLM have implemented management frameworks/standards within the healthcare sector including:

Leadership and Management Standards for Medical Professionals To design these, FMLM managed a large-scale, complex engagement with a range of stakeholders including doctors, dentists and other professional groups. Through online and face to face consultation with more than 600 individuals, groups and organisations, the standards were specifically designed to embrace all specialities, career stages and sectors. FMLM incorporated and built on statutory requirements (such as the General Medical Council's "Good Medical Practice") pan-UK national leadership frameworks and models. The standards were then the basis of FMLM Fellowship, the formal benchmarking of individual leadership skills and marketed as a desirable qualification for doctors in leadership roles and/or had leadership responsibilities within their organisations.

FMLM Clinical Fellow Schemes The award of FMLM Fellowship and Senior Fellowship is **already recognised by the NHS** as an essential step for clinical leaders that acknowledges their contribution to and impact upon healthcare. They have been established to identify and nurture developing leaders in healthcare, equipping them with the skills and knowledge necessary to navigate the complexities of a modern system. Over the past few years, FMLM have successfully rolled out a portfolio of 5 schemes which have been undertaken by a total of 552 multidisciplinary thought-leaders at all career stages from across the UK. Evidencing the effectiveness of the roll-out and implementation, the last 7 FMLM Clinical Fellow Schemes, attracted a diverse range of candidates across gender, nationality and race (e.g. 81% were females and 46% were from ethnic minorities). This includes expanding schemes beyond the medical sphere in pharmacy, dentistry and senior nursing with a multidisciplinary focus. To ensure the effective iteration of and subsequent implementation of schemes, FMLM involves Alumni Clinical Fellows as a key stakeholder group.

Overview of our approach to the implementation of this leadership and management framework

Based on our previous collective experience as a consortium in successfully implementing leadership and management frameworks, we will adopt a **staged approach** to implementation. To understand the most productive/effective methodology to implement this, we will develop the implementation approach in collaboration with NHS England.

Communication and engagement strategy: To engage with both NHSE and a wide range of stakeholders to collate rich input to inform the implementation plan, we will implement a flexible communication and engagement strategy which will include:

- Using a range of communication channels to obtain feedback from stakeholders including in-person meetings, video calls, group workshops and surveys.
- Meeting with key stakeholders prior to focus groups/workshops to help us effectively plan group sessions and anticipate group dynamics and views.
- Using pre-arranged/existing meetings/forums to avoid 'engagement fatigue'.
- Providing a series of workshops, webinars, guidance and masterclasses to support implementation.

- Undertaking a sense check review 6 months after framework launch to ensure it has achieved expectations.

Pilot implementations: We will identify key stakeholder groups to engage in pilot implementations of the Management & Leadership Framework alongside the NHS Trusts including Royal Colleges, patient groups and professional regulators. To provide a wider scope for learning on both sides, we suggest that the pilot implementation should take place with at least one stakeholder group that the consortium has not worked with before. Based on our experience, we believe that the best approach will be to initially carry out pilot implementations with senior management team leaders first to act as **Champions** for the framework. To obtain wider stakeholder up-take/implementation, we will then roll out the framework more widely across junior management levels. To support this pilot implementation, the consortium has existing relationships with a range of NHS Trusts, key influential figures within the healthcare sector and professional bodies.

Developing a toolkit to support implementation: As part of the engagement and implementation strategy, we will work with the NHS and Steering Group to identify if any additional supporting documentation, such as a toolkit, is required. CMI and KPMG have successfully implemented this approach during the roll-out of the Civil Service Line Management Standards. To provide practical and real-life examples of what good practice looks like, a guidance document was issued to all key stakeholders.

Dissemination of the framework outcomes: To publicise the key benefits and outcomes that the framework will make to the NHS both clinically and operationally, we will work with NHSE to develop a range of case studies. To further encourage acceptance of the Management and Leadership Framework, the consortium will look to publish an article explaining the impacts of the framework in the **BMJ Journal**, an international, peer-reviewed and online-only journal focusing on leadership in health and care. The clinical partners in this consortium, FMLM, are joint owners of this journal and can therefore lead on creating this publication.

Measuring success by implementing an evidence-based monitoring and evaluation framework: The Steering Group representatives will work closely to develop a suite of Key Performance Indicators (KPIs) to provide robust monitoring information. We will engage with the **King's Fund** and the **Nuffield Trust** to jointly develop an evidence-based evaluation framework and work with them to measure the impact of the framework independently. To gather quantitative and qualitative data on the framework and curricula implementation and outcomes we will include data collection mechanisms, such as surveys and feedback forms. Using thorough data analysis and stakeholder feedback, we will identify strengths, weaknesses and trends to guide decisions for continuous curricula enhancement. To ensure that the curricula meets evolving needs and best practices, we will regularly review and adapt the curricula according to the feedback/input.

Key challenges we may face and how we will overcome them

The table below lists our key anticipated challenges during the implementation of this Management and Leadership Framework and demonstrates how we will overcome them:

Key challenges	How we will overcome them
Ensuring that we align with the full range of relevant frameworks	<p>During the initial research phase of the project, to inform the development of the framework we will conduct research into current local and national publications and local / national NHS England leadership and management programmes.</p> <p>As key clinical partners within the consortium, FMLM and FNF have the expertise to ensure the proposed framework content is mapped to existing frameworks within the industry. They will identify and map existing codes and standards to optimal leadership and management competencies and behaviours.</p>
Gaining agreement from a broad range of stakeholders and working with them to gain buy in.	As a consortium, we already have wide-ranging access and relationships with a range of key stakeholders across the health and social care sector. We will obtain buy-in using a selection of stakeholder consultation groups with whom we will engage using a range of engagement methods outlined in our communication/engagement plan.
Ensuring the framework is “future regulations proof”	We will convene a steering group made up of senior consortium members and representatives from a cross-section of the professional bodies we engage such as the PSA and Skills for Care to create the Framework. We will draw on their expertise and work closely with them to recommend interventions, within the framework that could support any future regulation changes. We will also regularly review and revise the framework in the light of new regulations.
Ensuring stakeholder have resources / time to engage with the process	We will work with NHSE to ensure appropriate early positioning & communication, as well as ensuring the project plan and requirements / timings for engagement are communicated with stakeholders as soon as possible.

In summary, we feel that this consortium not only has the experience that NHS England is seeking in implementing and rolling out fit-for-purpose frameworks and curricula that deliver meaningful impact but has also demonstrated above how we will do this using an iterative approach which ensures the finalised framework has been rigorously tested prior to launch, thereby speeding up the final roll-out and increasing engagement and impact.

Q4 - Project Management Methodology: Our collective skills as a consortium will deliver a project management methodology that combines Six Sigma DMEDI (Define, Measure, Explore, Develop, Implement) and Agile methodologies, and reflects the findings published in *“What, why and how of leadership and management standards in health and social care”* (Behget et al, 2022). For example, implementing a cyclical standards development process including the phases Clarify, Analyse, Design, Pilot and Evaluate. This enables activities to be undertaken concurrently, in sprint-style phases.

For project management oversight, we will assign Al Pearce as your dedicated key contact during development and implementation. Al has over 10 years of project and programme management experience, 5 of which were at NHSE. Our proposed project plan allows for flexibility and ensures we are seeking feedback from the Steering Group at regular intervals. This enables the consortium to draw upon the Steering Group's expertise and knowledge as a sounding board. Finally, to ensure all key milestones and KPIs are met, the proposed project plan enables the consortium to work at pace and concurrently. To finalise project plan details, during the initial discovery stage we will collaborate with NHSE, Skills for Care, and the Steering Group to:

- Reconfirm exactly why standards are needed and who the standards are for
- Clarify what each stage might look like, including the level of seniority, span of authority, number of years of experience, typical clinical/non-clinical roles and grades
- Consider/identify different stakeholder groups from within NHSE, the Steering Group, and the consortium's network. This includes the core group, an initial consultation group, a wider testing group and the senior stakeholder group. These groups need to be diverse in order to act as critical friends to the project
- Provide an opportunity to gather insight from the core working group into the key principles, focus areas and skills that they feel must be embedded across the framework
- Identify what the key risks are to a successful project plan and finalise/document our proactive mitigation strategies, including categorising risks by severity and assigning documented 'risk owners'

To maximise time available and ensure that each framework component aligns correctly with the others, our proposed approach will be to have the development stage for each component running concurrently. Our indicative high-level project plan is as follows, this will be amended with you upon contract commencement with the finalisation of a detailed project plan outlining the timescales for each activity under key milestones:

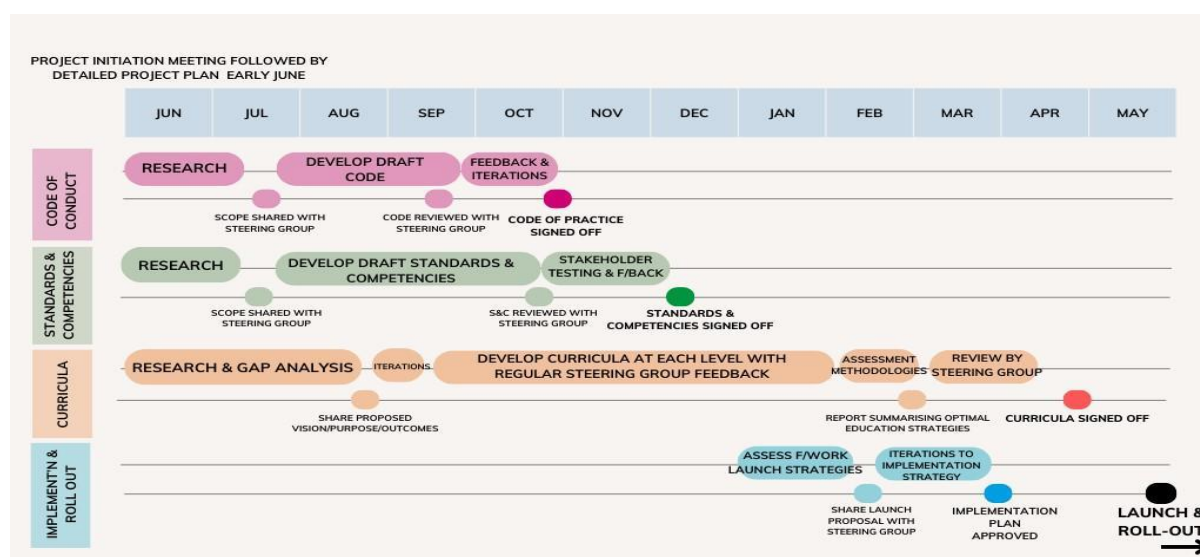


Figure 1: Our proposed project plan with indicative timescales

For further detail, our proposed approach, milestones & indicative timescales for each framework aspect are:

Code of Practice: We will complete the development of the 3 components (Code, Standards, Curricula) concurrently. The initial focus will be the draft version of the Code as we believe this will inform the underlying principles and requirements of the other 2 components. Suggested milestones are:

- Share format, scope and proposed content with Steering Group for interim sign-off by the end of **July 2024**
- Draft Code reviewed with Steering Group by the end of **September 2024**
- Code of Practice signed off by Steering Group by the end of **October 2024**

Standards and Competencies: To maximise time available, we will develop each stage simultaneously. As one stage is developed it will be shared with core stakeholders / steering group for feedback/review, during which the next stage is started. Iterations identified as part of this initial review will then be updated before the draft framework is reviewed in an editing meeting. The draft Standards and Competencies will then be shared and tested with a wider stakeholder group, with feedback collated to identify key themes and further iterations. Once these iterations have been updated, the Standards and Competencies will be finalised before sharing with the senior stakeholder group for final review. Suggested milestones are:

- Share format, scope and proposed content with Steering Group for interim sign-off by the end of **July 2024**
- Draft Standards and competencies reviewed with Steering Group by the end of **October 2024**
- Standards and Competencies signed off by Steering Group by **mid-December 2024**

Curricula: Our proposed approach is to focus on research, mapping to existing programmes and drafting the mission/vision statement whilst the Code of Practice and Standards and Competencies are drafted. This enables the development team to maximise the time available and begin drafting the curricula as soon as the Standards and Competencies have been reviewed. We will share each development phase with the Steering Group for interim feedback. This includes sharing proposed assessment methodologies for each standard and competency at each level, alongside a report that summarises and outlines optimal educational strategies for education providers, for review and feedback. Any iterations to the Curricula would then be updated before sharing again with the Steering Group for final approval. Suggested milestones are:

- Share draft vision/mission statements and findings from research and gap analysis by end of **August 2024**
- Share format, scope and proposed content for each programme level with Steering Group for interim feedback - **September, October, November, December 2024**
- Share format and content of draft curricula with Steering Group for feedback by **mid-February 2025**
- Share report highlighting optimal educational strategies for standards and/or competencies by **March 2025**
- Learning and Development Curricula signed off by Steering Group by the end of **April 2025**

Implementation: Our proposed approach is to start this component once the Standards and Competencies have been approved. Essential to success will be the consortium using its experience and knowledge of the challenges faced by leaders and managers within the NHS and Social Care (for the Code), as well as their networks to support buy-in across the NHS (clinical and non-clinical). To enable the consortium to develop an inclusive and successful implementation strategy, we will undertake research to explore and assess different strategies to launch the framework. This will include projected assessment costs for proposed mandated elements of the framework and progression pathways for NHS management and leadership careers. Once the implementation strategy has been agreed with the Steering Group, we will develop a proposed communication plan to support the agreed launch plan. We will also support NHSE during the initial launch of the framework to monitor and evaluate its success, identify areas that need amending (if required) and act as champions/advocates for the Code, Standards, and Curricula. Suggested milestones are:

- Share findings from research on different implementation strategies, proposed mandated assessment methods and possible career progression pathways with Steering Group by end of **February 2025**
- Implementation strategy and plan reviewed and approved by the Steering Group by early **March 2025**
- Proposed communication plan shared with the Steering Group for review by **mid-March 2025**
- Milestone 4 delivered and communication plan approved by Steering Group by the end of **March 2025**
- Framework launched and implementation supported by the consortium from **April 2025**

In summary, our approach will be proactive and person-centred, using effective governance via the Steering Group to manage risks/issues collaboratively, whilst simultaneously giving stakeholders the freedom to codesign a framework that supports NHSE strategic objectives, improves culture and positively impacts patient outcomes.

Q5 - Increasing social justice, diversity and inclusion within the workforce. As a consortium, we are passionate about social justice and equality, diversity and inclusion (EDI) and proud of our experience applying this passion to our previous work within healthcare and wider management and leadership development. We will bring this to your framework through measurable and tangible outcomes that can be practically realised throughout design and delivery, in line with the following principles:

- **Communication and engagement:** To properly embed EDI, we will make sure to **identify and communicate with** a diverse range of stakeholders at all stages of design and implementation/delivery
- **Expertise:** To underline our approach with robust knowledge and understanding of EDI, we will use insights from **key subject matter experts (SMEs)**, both internal to our consortium and external
- **Coordination:** To increase social justice and EDI within your workforce, we will adapt and coordinate approaches in line with existing findings/reports, for example, the **NHS EDI Improvement Plan**
- **Measurement and reporting:** Through careful monitoring and the application of innovative tools, we will perform ongoing measurement and reporting of how we increase EDI through contract delivery

Our ability and expertise: Demonstrating our ability to positively impact your organisational culture and approach to EDI, each member of our consortium will provide you with a wealth of expertise and experience. This will inform our ability to create a framework inclusive of a diverse NHS workforce and patient base by, for example, engaging with diverse stakeholder groups at all times and removing gendered language from written materials. The experience and expertise that each consortium member will bring to our team is as follows:

- **Chartered Management Institute (CMI):** CMI's approach to management and leadership development is underpinned by their **Professional Standard for Management and Leadership**. At the heart of the Standard is "Being an Ethical and Inclusive Leader", which promotes themes of social justice and EDI. Demonstrating an understanding of the positive impact that EDI has on manager performance, all programmes/qualifications accredited by CMI include EDI as a core area of learning outcomes and assessment. CMI recently commissioned the **Everyone Economy report**. This gathered evidence from their 200,000-strong global membership community and specialist advisory council to determine exactly how social justice and EDI can be applied to

improve management and leadership. The result was a set of tools and guidance to champion and support the development of underrepresented groups. These can be applied to framework development to support objectives such as the retention of diverse talent.

- **Florence Nightingale Foundation (FNF):** The FNF has extensive experience co-developing leadership programmes with and for nurses and midwives on the Nursing and Midwifery Council (NMC) register, of which nearly one-third are from black and minority ethnic backgrounds. This includes the NHS England-funded **Mary Seacole Leadership Development Programme**, the **Windrush Leadership Programme** and the **Internationally Educated Nurses and Midwives Leadership Programme** which have addressed health inequalities and discrimination in the workplace. To draw on the perspectives of those who are from, and work with, marginalised or underrepresented groups, the FNF will consult with their diverse alumni (56% from black and minority ethnic backgrounds) for framework development.
- **KPMG:** As part of the leadership development that KPMG co-developed with the **NHS Leadership Academy**, they created a core set of learning objectives, with diversity and inclusion within leaders at the heart. Working across a range of stakeholders to deliberately seek out voices less heard, KPMG tested the outcomes with groups that would be impacted and that had raised concerns about the quality of inclusive leadership in the NHS. KPMG gives NHS faculty regular feedback and provides support through the programme to make sure that people who are already experts continue to grow their practice in this complex area. They also created new content for the programme on inclusive leadership that went beyond what had previously been delivered and was very well received by participants, as well as bringing intersectionality into the learning sets and supporting conversations to get leaders to change behaviour.
- **Faculty of Medical Leadership and Management (FMLM):** Providing further insight and expertise, the FMLM has developed medical leadership programmes and performed studies into medical leadership. Their experience and expertise will ensure that ‘what good looks like’ around social justice and EDI in the medical field is embedded into your framework. For example, Their **‘35,000 feet’** development program focuses on International Medical Graduates (IMGs) and leverages the expertise of highly skilled incoming clinicians, coaches and facilitators with diverse cultural backgrounds. Through a combination of tailored coaching, blended learning and mentorship support it emphasises inclusion and cultural intelligence, encouraging IMGs to embrace their cultural strengths while integrating into the NHS/UK culture.

Embedding social justice and EDI during the design stage: During our **‘Discovery Phase’** we will map out your requirements around social justice and EDI. This includes analysing your key principles, values and expectations to create a **‘golden thread’** of EDI knowledge, skills, awareness and behaviours that will run through your code of practice, standards, competencies and curricula. As with the CMI Professional Standard core value “Being an Ethical and Inclusive Leader”, this will be designed to be central to the entire framework. To inform this, we will gather input from a range of diverse stakeholders across multiple seniority levels, categories and cultural/ethnic backgrounds, including frontline medical workers, leaders and patient groups.

Providing added value, we will draw on our collective thought leadership and research. For example, the **CMI Race Equity Committee** chaired by [REDACTED] collects the EDI/social justice expertise of CMI members and partners. This will ensure invaluable guidance and knowledge to support the implementation of EDI into framework design, bolstered by the insights of clinical workforce members through FNF and FMLM. Insights from the **CMI Women** network will also inform design, for example, by embedding ideas on how flexible working can help close the gender pay gap.

Increasing social justice and EDI during the implementation of the framework: Aligned with priority area **“Train”** of the NHS Long Term Workforce Plan, our developed curricula will be mapped to the

Management Apprenticeship standards which are proven to increase social justice by **improving social mobility for participants from a low socioeconomic background** - 39% of CMI Management Apprentices are from a low socioeconomic background and 71% come from families where neither parent went to university.

Ahead of implementation, our team will work collaboratively with stakeholders to develop and implement Key Performance Indicators (KPIs) for EDI impact. All feedback will be analysed by an internal team of SMEs around social justice and EDI in healthcare, as well as NHS experts such as the Race Observatory. For a coordinated approach, we will align reviews with your NHS EDI Improvement Plan and the **High Impact Actions** contained within. We will use our **CMI Management Diagnostics** to monitor the increase in knowledge and skills related to being an ethical and inclusive leader. This is an online platform that will allow participants to review and benchmark skills against our Professional Standard and provide a detailed, bespoke report identifying strengths and weaknesses, including around EDI. The Management Diagnostic report will help individual participants identify gaps in their EDI learning/skills and challenge their previously held assumptions. This will provide participants with an evidence-based understanding of how they can focus learning to foster a culture of inclusivity (e.g. analysing their current learning gaps/assumptions on inclusive recruitment to help them effectively attract, retain and develop diverse talent. Management Diagnostics can also function as an aggregate tool to analyse the collective progress of whole cohorts of learners. For example, allowing NHS Trusts to view data that identifies both strengths and development gaps for specific skills such as inclusivity. This can identify learning gaps at an organisational level and inform the focus for specific learning interventions around social justice and EDI, as well as provide an initial, data-led benchmark for learning which can then be used to measure future progress.

Demonstrating our ability to increase the capabilities of NHS management around social justice/EDI, please see the following testimonial from [REDACTED]

"By enhancing my own management capabilities with CMI, I have clear measures of success, greater retention of staff, improved race and disability data, succession planning for key roles and an increase in staff from minority backgrounds in NHS Band 7 posts and above. I trust and value the support CMI can offer the NHS".

To support the increase of social justice and EDI we will consider differing needs and design the framework with **accessibility in mind**. For example, we will adapt written materials to include easy-to-read and dyslexia-friendly fonts. Any digital platforms will use accessible text-reader software. All videos will have closed captions for use by deaf learners and learners with auditory processing difficulties.

In summary, our combination of consortium expertise and ongoing engagement of diverse stakeholders will ensure the completed framework is underlined by both theoretical knowledge and lived experience. The result will be a clear set of expectations that allows the NHS to accurately set and measure the level of EDI knowledge and skill required by clinical and non-clinical managers and leaders at each stage of their career.

Q6 - Structure of the consortium - To provide the full range of skills and expertise required to successfully design, develop and implement this NHS Management and Leadership Framework, we are applying as a consortium. CMI will assume the position of the **consortium lead**, with the following 3 organisations acting as subcontractors to CMI: Faculty of Medical Leadership and Management (FMLM), Florence Nightingale Foundation (FNF) and KPMG.

Each organisation's remit in the delivery of the work

CMI - As the consortium lead, CMI has a proven track record of successfully designing and developing leadership and management frameworks across the public and private sectors, accrediting training and chartering individuals to turn accidental managers into conscious, inclusive leaders. CMI works in partnership with over 900 training providers and educational partners to design, develop and accredit programmes, apprenticeships and qualifications. As the professional body for management and leadership, with a focus on applied learning in the workplace, we have a membership community of over 200k managers and leaders. CMI works with over **70 NHS trusts** and nearly 5k NHS managers & leaders and has recently designed a new Line Management Capability framework for the Civil Service. Using the CMI **Professional Standard for Management and Leadership**. CMI will lead the co-creation of the Framework in partnership with NHS England and other key stakeholder groups.

Faculty of Medical Leadership and Management (FMLM) - As the professional home for medical leadership in the UK, FMLM have designed/developed leadership standards for the healthcare sector. These standards underpin the principles of the General Medical Council's (GMC's) Good Medical Practice and the guidance in Leadership and Management for all doctors, clinicians and healthcare leaders. As a Designated Body endorsed by the Academy of Medical Royal Colleges, FMLM provides appraisal and revalidation services to some of the UK's most senior clinicians. FMLM's development into a pan-UK, multispecialty "College of Clinical Leadership" was announced by Wes Streeting at the NHS Providers Conference in Nov 2023. This development is supported by the Chair of the Health and Social Care Select Committee. On 16 April 2024, CEO, Prof Rich Withnall gave evidence to this Committee's Inquiry on NHS Leadership, Performance and Patient Safety. FMLM's views have been sought on NHS performance, productivity and the key findings, recommendations, and implementation of the Messenger (2022) and Kark (2019) reviews. Using their expertise, FMLM will assist in the co-development of the leadership and management framework standards to ensure they are accurate, responsive to clinical requirements and mapped against existing frameworks, guidance and standards. In addition, they will use their knowledge/expertise in developing training materials as a key part of curricula development. Drawing upon their long-standing **pan-UK partnerships with 10 NHS Trusts**, FMLM will support the convening of key stakeholder consultation groups for co-creation.

FNF - FNF has provided leadership development opportunities for nurses and midwives for 90 years. The Foundation has a national reputation for developing and delivering exceptional and unique leadership programmes for nurses, midwives, nursing associates and more recently Allied Health Professionals (AHPs). FNF is frequently commissioned by NHSE to provide leadership programmes for these health professionals. With a reach of over 250,000 nurses and midwives including **120 Chief Nurses** as members, FNF will support the convening of key stakeholder consultation groups for effective co-creation.

KPMG - KPMG have experience in developing competency and skills-based frameworks, guidance and standards across the private and public sectors including for the **NHS Leadership Academy**, and the Nursing and Midwifery Council (NMC). Using this knowledge, they will undertake a review of existing curricula used across the NHS as well as support the development of the framework. Through this work on existing healthcare frameworks, they will provide support in convening key stakeholder

consultation groups including the Professional Standards Authority (PSA) and other clinical bodies. KPMG also currently work in a successful partnership with CMI on a large government department Line Management Standards project. This allows the consortium to bring insights into standards creation from a broader cross-public sector perspective to complement our healthcare experience. KPMG's experience in co-designing and co-delivering the NHS Leadership Academy programmes demonstrates an ability to create underlying principles and then deliver a programme which evolves and continuously evaluates excellently over a number of years to support over **4,500 NHS leaders**.

Project Strategic Oversight

- [REDACTED] - The contract holder accountable for the delivery of the contract and project. [REDACTED] has extensive experience at managing strategic partnerships.
- [REDACTED] - Will be the programme lead responsible for the overall project and risk oversight. [REDACTED] has significant experience of end to end project management.
- [REDACTED] - With extensive experience in education and training with key public sector bodies to undertake skills gap analysis and develop applied work-based solutions, on this project, [REDACTED] will ensure quality assurance standards are met.
- [REDACTED] is also the Royal College of General Practitioners' Chief Examiner and Medical Director for international education and training. He is a Chartered Manager and a Fellow of the Royal College of General Practitioners, the Royal College of Physicians, and the Academy of Medical Educators. He served in the RAF for 34 years reaching the rank of Air Vice-Marshall and becoming Director of Defence Healthcare. An Honorary Surgeon to Her Late Majesty Queen Elizabeth II and His Majesty King Charles III, he was appointed an Officer Order of St John for services to humanity in 2020.
- [REDACTED] will lead the programme of work for FNF. She had a 39-year nursing and midwifery NHS England (NHSE) career before moving to work in the third sector. [REDACTED] developed the highly sought after FNF leadership programme for early career nurses and midwives in 2018. This has since developed at scale to include nurses, midwives, and nursing associates.
- [REDACTED] will lead the core KPMG activity, based around curriculum review and planning for an effective roll-out. [REDACTED] has led learning engagements across the public sector. As [REDACTED] for the NHS Leadership Academy Bevan programme, [REDACTED] was day-to-day lead contact with the client and KPMG-led consortium across all aspects of the programme. This included governance and managing participant feedback. He has also led the virtual programme redesign and delivery post-Covid.

Project Delivery Team

- [REDACTED] - Will lead in the delivery of the project and the development of the Code of Practice and Standards & Competencies. [REDACTED] role at CMI requires her to support key public sector bodies in the ongoing development of their management and leadership skills. [REDACTED] has significant experience in developing regulated and non-regulated competency-based standards within the private and public sectors.
- [REDACTED] - Leading the reviewing, development of curricula and repurposing of any existing development programmes/activities, [REDACTED] has significant expertise, especially in reviewing, developing and delivering programmes of education and curricula.
- [REDACTED] - Will support the Head of Strategic Partnerships in the delivery of the project: working with consortium partners and across CMI to

ensure trust, cooperation and accountability; engaging with stakeholders to understand and meet their needs and supporting the delivery of KPIs.

- [REDACTED] - Working closely with the COO, [REDACTED] has spent the last few years supporting small charities and has a background in financial sustainability, growth and governance. She will support FMLM in the delivery of this project to further its aims and vision.
- [REDACTED] - Before joining FNF, [REDACTED] spent nearly a decade leading health and care workforce policy development and research, including for several Royal Colleges. [REDACTED] is currently leading a Key Line of Enquiry for the Nursing and Midwifery Council's Advanced Practice Review. She has also worked extensively in supporting patient and public involvement in policy and research work, including by developing Lived Experience Advisory Forums
- [REDACTED] - [REDACTED] was extensively involved in the co-design design and development of the NMC nursing associate standards. She has experience in writing standards and conducting detailed stakeholder engagement at different levels in the creation of standards. Where appropriate, KPMG will draw on subject matter expertise from leadership development practitioners including [REDACTED] and [REDACTED].
- [REDACTED] - [REDACTED] - Will support the development of the Code of Practice and Standards plus Competencies

Schedule 7 of these Call-off Terms and Conditions

Commercial Schedule

C253920/NAT.417 Manager and Leadership Framework

Bidder Name:

The Chartered Management
Institute

Bidder Instructions:

- > Please provide your fixed price in YELLOW CELLS for all the milestones as per the Statement of Requirements Section 5.
- > No additional line items will be accepted.
- > The budget envelope **must not be exceeded** and is £350,000 excluding VAT.
- > Attendance at review meetings and touch points should be included in the quoted price.
- > For the avoidance of doubt, any level of rework required to gain the final sign off of any deliverables by Steering Group must be included within the price quotation for this contract.
- > Payment will be made aligned to the delivery of each KPI. For items 1-5 90% will be paid against delivery of KPIs. The final 10 % of the contract value (item 6) will be made upon delivery against KPI8 .
- > Please note that 20% weighting assigned to this question will be based on the total in cell E15

NO	ITEM	CHARGES
1	Delivery of milestone 1/KPI 3	
2	Delivery of milestone 2/KPI 4	
3	Delivery of milestone 3/KPI 5	
4	Delivery of milestone 4/KPI 6	
5	Project management /KPI 1,2, 7 (paid on delivery of KPI 2)	
6	Delivery of KPI 8	
TOTAL Cost for the service (excl. VAT)		£350,000.00