



(1) NHS England and NHS Improvement – North East and Yorkshire

and

(2) Primary Care Commissioning Community Interest Company

Annual subscription contract

**Primary Care Commissioning
Community Interest Company
Suite 1A, West One
114 Wellington Street
Leeds LS1 1BA**

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This Contract shall be comprised of the following sections:

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Annual subscription contract

This Contract is made on 3 December 2021 between:

1. NHS England and NHS Improvement – North East and Yorkshire of Quarry House, Leeds LS2 7UE ('the Client') and
2. Primary Care Commissioning Community Interest Company of Suite 1A, West One, 114 Wellington Street, Leeds, West Yorkshire LS1 1BA ('the Supplier') together ('the Parties') are bound under the terms and conditions below:

BACKGROUND:

- A. The Supplier has agreed to provide Services as set out in this Contract and associated Appendix.
- B. The Client has a requirement for Services and agrees to be bound by the terms and conditions set out in the Contract.

DEFINITIONS

"Confidential Information" means information imparted in circumstances imposing an obligation of confidence.

"Contract" means this contract and any schedules or appendices to it.

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including the Data Protection Act 2018 ('DPA 2018) and the United Kingdom General Data Protection Regulation ('UKGDPR')

"Force Majeure Event" any event affecting the performance of any provision of this Contract arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Key Personnel" means any person named in the Contract as key personnel or any person who the Client notifies the Supplier is to be regarded as key personnel during the course of the Services.

"Personal data" has the meaning given to it under the Data Protection Laws.

"Services" means the services provided by the Supplier, face-to-face or virtually, in a training and development capacity for the Client as set out in Appendix B (Scope of Work).

"Special Category Personal data" has the meaning given to it under the Data Protection Laws

IT IS HEREBY AGREED as follows:

1. General

- 1.1. The Supplier provides national and local support to improve the commissioning and provision of healthcare. The Client and Supplier have agreed an annual subscription outlined in Appendix B.
- 1.2 In consideration for the payment of fees (as set out in Clause 4) then the Supplier will provide the Services.
- 1.3 The Client will not be entitled to assign transfer, novate or sub-contract the whole or any part of this Contract or any rights or obligations under it without the PCC's prior written consent.

2. Commencement and Duration of the Services

- 2.1 The Contract will commence on 13 December 2021 and will expire on 31 December 2022.
- 2.2 Any alterations to this duration must be agreed in writing by both signatories to this Contract or their authorised representatives.

3. Variation of the Service

- 3.1 The Client, with agreement of the Supplier, has the right on giving reasonable written notice to require changes to the Services (whether by way of the omission of Services, the addition of new Services, or increasing or decreasing the Services or the locations where they are to be provided or otherwise) for any reasons. Such a change is hereinafter called a Variation and must be signed by both Parties.

4. Financial Limit

- 4.1 The Client shall pay the Supplier a fee of £48,500; for delivery of the Services plus VAT at the prevailing rate.
- 4.2 The Supplier shall submit to the Client an invoice which gives details of the Services provided.

5. Invoices and Payment

- 5.1 A Purchase Order (PO) number shall be provided by the Client to PCC as soon as possible but, where not provided within two (2) months of the commencement of the Contract, PCC will be entitled to raise an invoice and send directly to the Client for two (2) months subscription on a pro-rata basis and charge an administration fee of £100 (plus VAT).
- 5.2 In the continued absence of a PO number, PCC will similarly be entitled to raise subsequent invoices after four (4), six (6), eight (8), ten (10) and twelve (12) months of the Commencement Date.
- 5.3 Nothing by the way of periodic payments in the absence of a PO number relinquishes the Client or PCC from the obligations under the Contract but PCC reserves the right to limit access to the contractual elements on a similar period pro-rata basis to payment(s) received.
- 5.4 Receipt of a PO number will result in the full and final amount invoiced to the Client less payments (not administrative fees) already paid.

- 5.5 The Client shall pay the invoice(s) submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 5.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date(s), the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base rate from time to time of Unity Trust Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.

All sums payable to the Supplier under this Contract shall become due immediately on its termination, despite any other provision.

6. Cancellation Charge

- 6.1 In the event of any cancellation by the Client of any agreed local workshops that would be delivered face-to-face or virtually, two weeks or less prior to the agreed date of the event/workshop the workshop will be counted as activity against the Contract.

7. Professional Indemnity

- 7.1 The Supplier shall hold and maintain Professional Indemnity insurance cover and shall ensure that all professional sub-contractors involved in the provision of the Services hold and maintain appropriate cover.

8. Force Majeure Event

- 8.1 In the case of a Force Majeure event the Supplier must use all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible. However, the Supplier's obligations are suspended for the duration of the Force Majeure Event and that failure to perform or delay in performing in accordance with this Contract is not a breach of contract.

9. Covid-19 clauses

- 9.1 The Client and the Supplier acknowledge the ongoing Covid-19 crisis in the UK and each accepts their obligation to comply with any official guidance issued by the UK Government. The Client and the Supplier agree to communicate without delay on any issues they may have in performing their obligations under this Contract.
- 9.2 The Supplier will undertake a risk assessment for each and every event, or any other work, to be delivered face to face, under this Contract and the Client undertakes to comply with the requirements of the Supplier in undertaking the risk assessment.
- 9.3 The Client and the Supplier undertake to ensure that a Covid-19 secure venue is used for any events or workshops.
- 9.4 Where the Supplier is providing on-site support other than an event or workshop the Client will ensure that all government guidance is followed to ensure the safety of employees of both the Client and the Supplier.
- 9.5 The Supplier will require the Client to provide delegate lists which contain sufficient contact details to allow the Supplier to comply with the requirements of any venue that will host the event and also with the National Institute for Health in respect of NHS Test and Trace

requirements. The Supplier undertakes to request only the minimal amount of data required for these purposes.

- 9.6 The Supplier will collect this data on the basis of legitimate interest and undertakes to delete any data collected for the purposes of preparing its risk assessment and the information collected in accordance with clause 8.3 within 21 days of the delivery of the event in accordance with the Information Commissioner's guidance.
- 9.7 The Client will be required to verify that no delegates who are due to attend the event should be in quarantine due to any travel abroad or from coming into contact with either an infected or potentially infected person.
- 9.8 The Client acknowledges that the Supplier may be required to take one or more of the following measures to ensure the safety of its staff, representatives and the safety of any delegates attending any face to face event which will be delivered under this Contract:
- 9.8.1 impose maximum delegate numbers at the event
 - 9.8.2 impose specific requirements regarding personal protective equipment such as the wearing of masks
 - 9.8.3 ensure appropriate social distancing is in place
 - 9.8.4 restrict the numbers of overnight stays (if applicable)
 - 9.8.5 designate alternative entrance and exit routes
- 9.9 If, due to specific Government restrictions, the agreed venue for the event is required to close the Supplier will endeavour to provide an alternative Covid-19 secure venue, agree an alternative date for face to face delivery of the event or will agree with the Client that the event can be changed to be delivered via a virtual platform.
- 9.10 The Supplier reserves the right to postpone the face to face delivery of the event should it believe there are risks to its staff, representatives and any delegates that cannot be effectively mitigated.

10. Intellectual Property

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

11. Confidentiality

- 11.1 The Supplier confirms that it shall at all times comply with all current Data Protection Laws and its own corporate data protection policies and procedures in respect of any Confidential Information, Personal and Special Category Data that it may have access to in performance of this Contract and shall not perform its obligations under this Contract in such a way as to cause any breach of its applicable obligations under said Data Protection Laws.
- 11.2 In order to ensure that no unauthorised person gains access to any Confidential Information and/or Personal Data or any data obtained in the performance of the Contract, the Supplier undertakes to maintain the security systems approved by the Client where appropriate.

12. Law and Jurisdiction

- 12.1 This Contract and all matters arising out of it shall in all respects be governed by the laws of England and Wales.
- 12.2 Where the Client is a body other than an individual the person signing or otherwise concluding this Contract represents that they are authorised to do so for and on behalf of the body and to bind the body thereby.

12.3 No third-party has any rights under this contract; operation of The Contracts (Rights of Third Parties) Act 1999 is excluded.

13. Complaints and dispute resolution

13.1 Any complaint arising out of this Contract must be made in writing to the Supplier's nominated officer (appendix A) within twenty-four (24) hours of the reason for such complaint arising.

13.2 In cases of dispute every effort will be made by both parties to resolve the dispute informally, without reference to legal proceedings. The Supplier will make a company director available to negotiate a resolution with the Client's representative.

14. Contract cancellation

14.1 The Client must notify the Supplier in writing addressed to the Contract Manager at PCC CIC, Suite 1A, West One, 114 Wellington Street, Leeds LS1 1BA if they wish to cancel the Services. The notification should also be emailed to the Contract Manager.

14.2 Upon receiving notification of cancellation from the Client, the Supplier shall be entitled to charge the full cost for all services delivered to date or cancelled with less than two weeks' notice together with an administration fee.

14.3 The Client will indemnify the Supplier in respect of all third party costs which are incurred in addition to the above. The Supplier will endeavour to arrange for the cancellation of third party contracts but cannot guarantee that third parties will not charge, therefore any costs incurred by the Supplier by a third party supplier in connection with the cancellation of any event will be invoiced to the Client with payment due within 14 days of the date of invoice.

15. Notices

15.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office. Any such notice or other communication shall also be sent via email to [REDACTED].

15.2 Any notice or communication if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address shall be deemed to have been received at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting. Any notice or communication where sent by email shall be deemed to have been received at 9.00 am on the next Business Day after transmission.

16. [REDACTED]

Signe [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For and on behalf of NHS NHS England and
NHS Improvement

[REDACTED]
Signed [REDACTED]
[REDACTED]
[REDACTED]

Date ..10/12/21....

Date 3 December 2021

Appendix A Work Scope

Services

PCC will provide support to NHS England and NHS Improvement – North East and Yorkshire as follows:

Specialist helpdesk advice – unlimited queries

Specialist advice may be accessed via the PCC subscriber helpdesk - [REDACTED]
[REDACTED] This is for registered NHS England local office employees only*.

Event places up to 100

Event places can be used to access events which are detailed in PCC event calendar - [REDACTED]

This includes face to face, virtual events, and face to face networks. Places can also be used on our programmes such as confident leader and the senior leadership programme, both virtual and face to face sessions. For these programmes the number of event places for a delegate will be agreed upon booking and will include a discount on the cost for non- subscribers.

PCC reserves the right to exclude future events and will communicate these to the client as appropriate.

PCC will provide the client with a unique subscription code.

The Client is responsible for notifying PCC of such persons to whom the service passwords are to be revoked.

Local workshops –five

These are workshops from the approved list which is reviewed and updated on a regular basis.

Where the Client wishes to have a local workshop which is not part of the approved list of events programme this may be allowed under the annual subscription offer, however, this would need to be reviewed by the relevant account manager before agreeing local delivery to ensure the cost does not exceed that included within the annual subscription offer.

Local workshops and/or support sessions are to be delivered at a venue provided by the Client unless otherwise agreed. Any refreshments are to be provided by the Client.

Webinars

Unlimited access to PCC webinars or virtual surgery sessions.

Please note that usage and delivery of the above must be taken within the contract period as set out in Clause 2.1. Approval must be sought and agreed with your account manager in advance of any usage and delivery outside your agreed contract period. Where approval is not sought and approved by the Supplier; the Supplier reserves the right to cancel the support and/or invoice you separately.

* Your PCC account manager will request a list of NHS England local office employees that you wish to register to access the helpdesk.

Key personnel

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Your account manager will maintain regular contact with the local office keeping you updated on use of your annual contract, planning delivery of local workshop(s) and discussing any other support required. Where the local office has a specific request for support in relation to planning a local workshop you are advised to link with their account manager at the earliest opportunity to organise the content and a mutually convenient date.

We will notify you if your lead contacts change during the year.

There will be the option of purchasing additional components if a particular aspect exceeds the maximum amount as specified above. Please contact your account manager to discuss further.

Limits of support

The annual subscription on which this contract is based allows access to PCC events, face to face and virtual networks, local workshops, facilitation of local meetings and specialist advice via the subscriber helpdesk. Please note the exclusion as mentioned below.

PCC will work with the local team to agree how best value can be obtained from the support package. Access to PCC events, face to face and virtual networks, e-learning places, provision of local workshops and our capacity to facilitate local meetings is subject to the total stated above unless otherwise agreed by the nominated manager.

Any additional support requested which sits outside the annual subscription will be costed separately.

Exclusion

1. PCC adding capacity to the local team.