

- (1) NHS Commissioning Board
- (2) Crown Couriers Ltd

## **Interim Services Agreement**

relating to

## **Provision of Normalising and Rebalancing Stock for COVID-19 Vaccination Programme**



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Ref: 00755636/000488

**THIS INTERIM SERVICES AGREEMENT IS DATED [.] DAY OF JANUARY 2022**

**PARTIES**

- (1) **NHS Commissioning Board** (known and operating as NHS England) whose address is Skipton House, 80 London Road, London, SE1 6LH (the "**Authority**");
- (2) **Crown Couriers Limited**, having its registered office at International Logistics Centre, Bonehill Road, Tamworth, Staffordshire, B78 3HH and with company number 02765680 (the "**Supplier**"); and

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

**BACKGROUND**

- (A) The Authority has identified, subject to contact, the Supplier to support the Authority in the delivery of vaccine normalising and rebalancing stock services as part of the Authority's COVID-19 Vaccination Programme (the "**Programme**"). The Parties are currently negotiating an agreement (the "**Main Agreement**") under which the Supplier will perform the Interim Services.
- (B) It is now necessary for the Supplier to start performing some services as described in Schedule 1 (Interim Services Specification) (the "**Interim Services**") before the execution of the Main Agreement. This Interim Services Agreement sets out the basis upon which the Parties have agreed that the Supplier will perform the Interim Services.

**INTERIM SERVICES AGREEMENT**

**The Parties agree, in consideration of their respective obligations under this Interim Services Agreement, as follows:**

**1 INTERPRETATION**

- 1.1 The headings in this Interim Services Agreement are for convenience only and shall not affect the interpretation of any provision of this Interim Services Agreement.
- 1.2 Reference to any English legal term for any action, remedy, method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.3 This Interim Services Agreement and the documents referred to in it shall be read as a whole including those Schedules attached.
- 1.4 A reference to:
  - 1.4.1 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
  - 1.4.2 a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2 SUPPLY OF INTERIM SERVICES

2.1 The Supplier shall perform the Interim Services in accordance with the terms and conditions set out in this Interim Services Agreement.

2.2 In supplying the Interim Services, the Supplier shall:

2.2.1 perform the Interim Services:

- (a) in accordance with Schedule 1 (Interim Services Specification);
- (b) promptly and in any case by the dates specified in Schedule 1 (Interim Services Specification) and as otherwise notified to the Supplier;
- (c) in accordance with good distribution practice ("**GDP**"), as defined in the Directive 2001/83/EC as amended, European Commission on the Good Distribution Practice of medicinal products for human use (2013/C 243/01), and associated guidance;
- (d) by exercising that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances;
- (e) in accordance with the requirements of the relevant MHRA authorisation for the Good(s) and any handling requirements of such Good(s); and
- (f) so as to meet or exceed any key performance indicators set out Schedule 1 (Interim Services Specification)(the "**KPIs**").

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

2.2.3 cooperate with, and provide reasonable assistance to, any third parties engaged in connection with the Interim Services and/or the Programme;

2.2.4 have a suitable level of security arrangements as further detailed in Schedule 1 (Interim Services Specification);

2.2.5 ensure that it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Interim Services Agreement;

2.2.6 employ and allocate sufficient resources and staff with the appropriate skill, experience, qualified and have the necessary and/or required licencing or accreditation to carry out the Interim Services;

2.2.7 provide the Authority with such assistance as the Authority may require in respect of the Interim Services;

2.2.8 gather, collate and provide such information and co-operation in relation to the Interim Services as the Authority may reasonably request;

2.2.9 comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force; and
- (b) the Supplier's policies as listed in Schedule 2 ("**Policies**").

- 2.3 Schedule 7 lists key personnel ("**Key Personnel**") that the Supplier acknowledges are essential to the proper provision of the Interim Services. The Supplier shall not remove or replace such Key Personnel without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).
- 2.4 Schedule 7 lists key sub-contractors ("**Key Sub-contractors**"). The Supplier shall not remove a Key Sub-contractor or enter into any other key sub-contracts (being a sub-contract for the performance of a critical role in the provision of all or any part of the Interim Services and/or the value of which would exceed 10% of the Charges) without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed)
- 2.5 The Parties agree that Supplier is not being appointed as an exclusive supplier of the Interim Services and the Authority may at any time perform any part of the Interim Services itself or procure them from a third party. No undertaking of any form has been made by the Authority in respect of the total quantities or value of the Interim Services to be required by the Supplier.

### **3 TERM AND TERMINATION**

- 3.1 This Interim Services Agreement shall commence at 00:00 hours on 7th January 2022 (the "**Interim Services Commencement Date**") and will expire on the earliest of (i) the execution by both parties of the Main Agreement or (ii) at 23:59 on the 6<sup>th</sup> March 2022 4<sup>h</sup> February 2022 (the "**Long-Stop Date**") unless extended by the Authority in accordance with clause 3.2 (the "**Term**").
- 3.2 The Authority may extend this Interim Services Agreement by a further period of one (1) calendar month by way of written by giving the Supplier at least 7 days' written notice before the expiry of the Term.
- 3.3 This Interim Services Agreement will terminate immediately upon execution by both parties of the Main Agreement.
- 3.4 Either Party may terminate this Interim Services Agreement immediately by giving notice to the other Party if that Party is in material breach of any conditions of this Interim Services Agreement and in the case of such a breach which is capable of remedy, fails to remedy such breach within five (5) working days of being notified of such breach.

### **4 CHARGES**

- 4.1 The Authority shall pay the charges in accordance with Schedule 3.

### **5 GOODS**

- 5.1 In this clause, "**Goods**" means all goods (including COVID-19 vaccines and other consumables, ancillaries and other items, which may include but not limited to support equipment, furniture, furnishings) to be collected, managed, stored and/or delivered by the Supplier in accordance with the terms of this Interim Services Agreement (as further detailed in Schedule 1 (Interim Services Specification)).
- 5.2 Title and ownership in the Goods shall at no time transfer to the Supplier.

5.3 The Authority authorises and allows the Supplier to collect, store, distribute and deliver the Goods in accordance with this Interim Services Agreement.

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

5.4.1 from (and including) the Goods being collected by the Supplier from the collection site;

5.4.2 to the point at which Goods leave the Supplier's storage and transport network being the moment when Goods are successfully handed over by the Supplier to the relevant end-site by.

and during that time (including when the Goods are in-transit whether by own fleet or sub-contractor fleet) the Supplier shall be responsible for the Goods and shall be, subject to the limits of liability detailed in clause 10.5, liable for any loss, damage or theft of the Goods caused by its breach of contract, negligence or wilful default.

5.5 All reasonable steps shall be taken by the Supplier to avoid damage or degradation to the Goods whilst the Goods are in storage, during handling or in transit. For the avoidance of doubt the Authority shall not be liable to pay any costs or other expense incurred by the Supplier arising in relation to damaged or degraded or lost stock if such damage or degradation or loss is due to an act or omission of the Supplier or any sub-contractor.

5.6 The Goods should be maintained in a "fit for purpose" status including in accordance with any requirements of Schedule 1 (Interim Services Specification)).

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

5.7.1 the Schedule 1 (Interim Services Specification);

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

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

5.7.4 the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Interim Services Agreement.

5.8 Risk of loss or damage to the Goods shall be with Supplier whilst in the custody of Supplier only to the extent expressly accepted by Supplier pursuant to the terms of this Interim Services Agreement.

5.9 In respect of stock loss or damage for which the Supplier is liable under clause 5.4 the Supplier shall pay to the Authority (or to UK Health Security Agency ("**UKHSA**"), Department of Health and Social Care ("**DHSC**") or the Department for Business, Energy & Industrial Strategy ("**BEIS**") or any other party upon the Authority's written instruction) a sum equal the sum paid by the Authority, UKHSA, BEIS or DHSC to the manufacturer or supplier of the relevant Good(s) for the Goods comprised in the stock loss (the "**Product Cost**") within thirty (30) days of the date the stock loss is determined under clause 5.4.

- 5.10 The Supplier shall not create or exercise or allow any third party to create or exercise a lien, pledge, charge, mortgage, security interest or other right in or over the Goods.
- 5.11 The Supplier may only part with possession of the Goods to, or as instructed by, the Authority.

## **6 SUPPLIER WARRANTIES**

- 6.1 The Supplier warrants and undertakes that:
- 6.1.1 throughout the duration of this Interim Services Agreement it shall fully comply with the obligations in clause 2.2
  - 6.1.2 it has, and shall ensure its staff shall have, and shall maintain throughout the term of this Interim Services Agreement, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Interim Services Agreement;
  - 6.1.3 it has and shall maintain all rights, consents, authorisations, licences and accreditations required to provide the Interim Services and shall maintain such consents, authorisations, licences and accreditations throughout the term;
  - 6.1.4 where any act of the Supplier requires notification to and/or approval by any regulatory or other competent body in accordance with any applicable law and/or guidance, the Supplier shall comply with such notification and/or approval requirements.

## **7 GOVERNANCE**

- 7.1 The Supplier will both commit sufficient resources (including those identified in Schedule 5 in relation to the management and governance of this Interim Services Agreement, including committing to the meetings and governance requirements set out in the Schedule 5 (or otherwise reasonably requested by the Authority).

## **8 CHANGE MANAGEMENT**

- 8.1 It is recognised by the Parties that variations may be needed to this Interim Services Agreement, and to that extent neither Party shall unreasonably withhold its consent to variations recommended by the other, provided that such variations are reasonable and commercially acceptable (in the absolute discretion of either Party) to both Parties.
- 8.2 Any change to the Interim Services or other variation to this Interim Services Agreement shall only be binding once it has been agreed in accordance with the change control process detailed at Schedule 4.
- 8.3 Each Party shall have a Contract Manager for the duration of this Interim Services Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Interim Services Agreement.

## **9 INDEMNITY**

- 9.1 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:
- 9.1.1 any injury or allegation of injury to any person, including injury resulting in death;

- 9.1.2 any loss of or damage to property (whether real or personal) or Goods;
- 9.1.3 any claim made against the Authority for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Interim Services; and/or
- 9.1.4 any failure by the Supplier to commence the Interim Services by the Interim 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 Interim Services Agreement including the provision of the Interim 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.

- 9.2 Liability under clause 9.1.1 and 9.1.3 shall be unlimited. Liability under clause 9.1.2 and 9.1.4 shall be subject to the limitation of liability set out in clause 10.

## **10 LIMITATION OF LIABILITY**

- 10.1 Neither Party limits its liability for:

- 10.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 10.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 10.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 10.1.4 any liability to the extent it cannot be limited or excluded by law.

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

- 10.2.1 consequential loss;
- 10.2.2 direct or indirect loss of profit;
- 10.2.3 loss of goodwill;
- 10.2.4 loss of business or opportunity;
- 10.2.5 interest cost;
- 10.2.6 special damage; or
- 10.2.7 indirect damage.

- 10.3 For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Interim Services Agreement the following costs, expenses and/or loss of income shall be

direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

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

10.3.2 the reasonable costs of extra management time,

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

10.4 The Supplier's liability in respect of the indemnities in clauses 9.1.1 and 9.1.3 shall be unlimited.

10.5 Subject to clauses 9.2, 10.1 to 10.4, the total liability of the Supplier under or in connection with this Interim Services Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one million GBP (£1,000,000).

10.6 Subject to clauses 10.1 to 10.4 the total liability of the Authority to the Supplier under or in connection with this Interim Services Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the Charges paid or payable to the Supplier under this Interim Services Agreement. For the avoidance of doubt nothing in this clause 10 shall limit the Authority's payment obligations under this Interim Services Agreement.

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

10.8 This clause 10 shall survive the expiry of or earlier termination of this Interim Services Agreement for any reason.

## **11 INSURANCE**

11.1 During the term of the Interim Services Agreement and for a period of one year afterwards the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

11.1.1 third party public and product liability insurance with a limit of at [REDACTED] in respect of one occurrence;

11.1.2 property damage insurance with a limit of not less than the total reinstatement or replacement value of the Goods;

11.1.3 motor liability third party insurance with a limit of at [REDACTED] for claims arising from a single event or series of related events in a single calendar year; and

11.1.4 employer's liability insurance with a limit of at [REDACTED] for claims arising from a single event or series of related events in a single calendar year (or the amount stipulated by law, if higher).



11.1.5 Goods in transit insurance with a minimum limit of [REDACTED] ( [REDACTED] ) per transit (a "transit" being each and every journey from a collection site to either another collection site or delivery site).

11.2 The Supplier shall produce to the Authority on request an insurance broker's certificate in relation to the above insurances.

11.3 The Authority acknowledges that the Supplier is not responsible for insuring the Goods in circumstances where the Supplier is not liable for their loss or damage and/or where losses exceed Supplier's limits of liability under this Interim Services Agreement.

## 12 INTENTION TO BE BOUND

12.1 The Parties intend this Interim Services Agreement be legally binding.

## 13 SCOPE OF INTERIM SERVICES AGREEMENT

13.1 This Interim Services Agreement is only in respect of the Interim Services and no contract exists, or will exist, between the Parties in relation to the Interim Services until all of the terms and conditions (including but not limited to all financial and commercial terms) of the Main Agreement have been agreed and the Main Agreement has been executed by both parties.

## 14 FREEDOM OF INFORMATION

14.1 In this clause, the terms "**Information**", "**Environmental Information**" and "**Request for Information**" shall have the meanings set out in the Freedom of Information Act 2000 ("**FoIA**") or the Environmental Information Regulations 2004, SI 2004/3391 ("**EIR**") as applicable.

14.2 The Supplier acknowledges that the Authority is subject to the requirements of FoIA and EIR and shall promptly and fully assist and cooperate with the Authority to enable the Authority to comply with its obligations in respect of those requirements.

14.3 Where the Supplier receives a Request for Information it shall:

14.3.1 inform the Authority of its receipt as soon as reasonably practicable, and in any event no later than two (2) Business Days (defined below) of its receipt; and

14.3.2 provide a copy of the Request for Information to the Authority, together with all other information as the Supplier considers reasonably relevant to the request within two (2) Business Days of receipt of the Request for Information by the Supplier.

A "**Business Day**" means a day other than a Saturday or Sunday on which banks are ordinarily open for the transaction of normal banking business in London

14.4 The Supplier shall not respond directly to a Request for Information unless expressly authorised to do so by the Authority in writing.

14.5 While the Authority may, if practicable and appropriate, consult with the Supplier in relation to whether any information relating to the Supplier or this Interim Services Agreement should be disclosed as part of a response to a Request for Information, the Authority shall ultimately be responsible for determining in its absolute discretion whether any Information or Environmental Information will be disclosed and whether any exemptions apply.

- 14.6** The Supplier has identified below information supplied to the Authority which they consider to be confidential or commercially sensitive and which they specifically do not wish the Authority to disclose for a period of 6 years from the date of this Interim Services Agreement. The Supplier recognised that this does not guarantee that the information will not be disclosed as the Authority as may still need to disclose such information if necessary to comply with its obligations under the FOIA and EIRs.

## **15 GENERAL**

- 15.1 Confidentiality.** Schedule 6 shall apply.

- 15.2 Anti-corruption.** Each party acknowledges and agrees that the other party is committed to eliminating all risk of bribery and corruption in its supply chain. Each party agrees that it will not do any act or thing nor omit to do any act or thing for the benefit of, in the name of or on behalf of the other party that could be construed as an offence under any anti corruption legislation including (but not limited to) the Bribery Act 2010

### **15.3 No announcements**

- 15.3.1 Subject to clause 15.3.2, the Supplier shall not make, or permit any person to make, any announcement, communication or circular ("**Announcement**") concerning the existence, subject matter or terms of this Interim Services Agreement, the wider transactions contemplated by it, the Interim Services, the proposed Main Agreement or the relationship between the Parties, without the prior written consent of the Authority. The Parties shall consult together on the timing, contents and manner of release of any Announcement and the Authority shall have final approval of any such Announcement(s).

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

- 15.4 No partnership or agency.** Nothing in this Interim Services Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any part of the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 15.5 Force majeure.** Upon the occurrence of an event beyond the reasonable control of a Party which prevents or delays performance of a party's obligations under this Interim Services Agreement meaning, without limitation, war, serious adverse weather, accidents, government actions, pandemic (a "**Force Majeure Event**"), a Party shall not be liable to the extent that it is delayed in or prevented from performing its obligations under this Interim Services Agreement due to a Force Majeure Event, and the obligations of the Parties shall be suspended for the duration of the Force Majeure Event, provided that the affected Party:

- 15.5.1 promptly notifies the other party of the Force Majeure Event and its expected duration;
- 15.5.2 uses reasonable endeavours to minimise the effects of the event of Force Majeure Event; and

- 15.5.3 keeps the other party informed of the status of the event and its impact on the performance of the Interim Services Agreement.

## **15.6 Entire agreement**

- 15.6.1 This Interim Services Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Interim Services Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Interim Services Agreement.

## **15.7 Severance**

- 15.7.1 If any provision or part-provision of this Interim Services Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Interim Services Agreement.
- 15.7.2 If any provision or part-provision of this Interim Services Agreement is deemed deleted under clause 15.7, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **15.8 Third party rights**

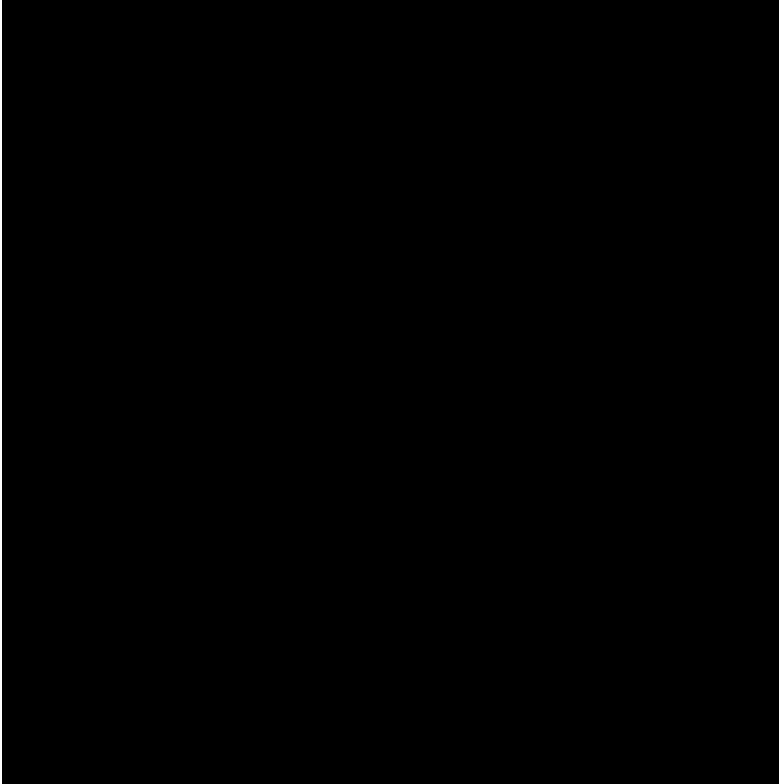
- 15.8.1 Unless it expressly states otherwise, this Interim Services Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Interim Services Agreement.
- 15.8.2 The rights of the Parties to rescind or vary this Interim Services Agreement are not subject to the consent of any other person.

- 15.9 Disputes.** Where there are any issues or disputes between the Parties during the term of this Interim Services Agreement, the Parties shall negotiate these in good faith, initially through the allocated resources indicated, and where resolution is not possible, through an expedited escalation process.

- 15.10 Governing law.** This Interim Services Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

- 15.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Interim Services Agreement or its subject matter or formation.

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



**Schedule 1**  
**Interim Services Specification**

## Part 1

### 1 DEFINITIONS

1.1 In this Schedule 1, the following definitions shall apply:

<b>Account Manager</b>	means the account manager or otherwise named individual, who will assume overall and maintain a focal point of relationship with the Authority in respect of the Services;
<b>Business Hours</b>	main hours of operations, 0700 – 1800; Monday – Friday;
<b>Consumables</b>	means items that the Authority requests the Supplier to manage in accordance with the terms of this Agreement, including but not limited to [needle, Sterets, plasters and ancillaries];
<b>Cool-Box(es)</b>	means the tailor-made Vaccine Cooler for carrying Vaccines also known as Insulated Controlled Temperature Medical Cold Chain Box. Annex B data sheet on AL-40+;
<b>Designated Sites</b>	means the locations identified by the Authority where the Supplier shall deliver the Goods as required by the Authority;
<b>Donor Designated Site</b>	means the designated site which donates/gives the Goods and from where the goods are collected;
<b>EMA</b>	means the European Medicines Agency or other agency responsible for the protection of public and animal health through the scientific evaluation and supervision of medicines;
<b>Goods Note</b>	means a form signed on behalf of UKHSA (or its sub-contractor) which confirms the nature, quantity and time of collection/delivery of Goods to/from the Supplier;
<b>Logistics and Transport Management System, LTMS</b>	means Logistics and transport management systems that records the details of Goods and transport activity by the Supplier.
<b>MHRA</b>	means the Medicines and Healthcare Products Regulatory Agency;
<b>Order</b>	a request from the Authority, for Goods to be collected and delivered from a Designated Site to a Designated Site, such Order to contains details of the Goods required, quantities required and any specific instructions for the transportation and delivery

<b>Responsible Person or RP</b>	means the person approved by the Person at the Donor or Recipient Designated Site who has responsibility for Goods at the Designated Site
<b>Recipient Designated Site</b>	means the designated site which receives/gets the Goods and at where the goods are delivered;
<b>Standard Operating Procedures or SOP</b>	means the standard operation procedures, work instructions or equivalent thereof as further set out in paragraph 2 of Part 2 of this Schedule 1 (as may be amended or added to from time to time);
<b>Stock</b>	means Goods held in transit;
<b>Vaccines Stock</b>	means a vaccine used to provide immunity against COVID-19, and as may be varied and/or added to from time to time;
<b>UKHSA</b>	United Kingdom Health Security Agency is an executive agency of the Department of Health and Social Care. Is responsible for protecting every member of every community

## 2 OVERVIEW OF SERVICES

- 2.1 The Supplier is required to provide distribution services in support of the Authority's COVID-19 Vaccination Programme. This is a critical public health service, delivered on behalf of the Authority.
- 2.2 The Supplier shall as a minimum ensure the secure, safe and timely, collection, distribution and delivery of the Goods between the Designated Sites (identified as Donor and Recipient) as more specifically described or referred to in this Schedule 1 (the "**Services**").
- 2.3 The Supplier acknowledges that due to the nature of the Services, the Authority's requirements may vary over the course of the Term. The scope of Additional Services shall include, but are not limited to:
- 2.3.1 additional Vaccines
  - 2.3.2 additional or different Designated Sites;
  - 2.3.3 additional Goods;
  - 2.3.4 increase or decreases in volumes of Goods;
  - 2.3.5 changes in geographical scope, or changes in the frequency of deliveries to Designated Sites;
  - 2.3.6 additional Consumables;
  - 2.3.7 additional services where there are business continuity issues
- 2.4 The Supplier shall at all times in the provision of the Services comply with:
- 2.4.1 this Schedule 1;
  - 2.4.2 the MHRA authorisation for the relevant Vaccine;
  - 2.4.3 all relevant regulatory requirements including but not limited to:
    - (a) the requirements of the MHRA including but not limited to compliance with:
      - (i) ISO9001 certification to Quality Management Systems;
      - (ii) Good Industry Practice and
  - 2.4.4 all relevant Standard Operating Procedures agreed between the Parties and which are listed at Annex A or as subsequently agreed in writing and as they may be amended from time to time; and



- 2.5 If there is any conflict or inconsistency between the provisions of the documents and/or standards listed in paragraph 2.4, such conflict or inconsistency shall be resolved by the Parties in good faith and according to the following order of priority:
- 2.5.1 the Goods' manufacturers' technical and operational requirements;
  - 2.5.2 the applicable SOP(s);
  - 2.5.3 this Schedule 1.
  - 2.5.4 all other documents or standards listed above.
- 2.6 Where there is still a conflict between any of the above documents after applying the priority set out in paragraph 2.5., the Parties shall work together to resolve any such conflict
- 2.7 The Authority shall place Orders from time to time for Goods distribution and the Supplier shall deliver the Goods to the Designated Sites which shall include but are not limited to:
- 2.7.1 NHS Trust-led Community Vaccination Centres;
  - 2.7.2 Primary Care Network vaccination centres;
  - 2.7.3 Care Homes;
  - 2.7.4 Community Pharmacies,
  - 2.7.5 detained estates locations;
  - 2.7.6 private sector vaccination facilities;
  - 2.7.7 NHS Trusts; and
  - 2.7.8 MOD sites which are identified as Designated Sites by the Authority.
- 2.8 The Supplier shall distribute the Goods in accordance with Good Industry Practice, the manufacturer handling characteristics and relevant MHRA regulations
- 2.9 Goods in scope of the Services shall include COVID-19 Vaccines (as further described in Annex C, Information for Healthcare Practitioners), consumables as may be otherwise specified from time to time by the Authority.

## Part 2

### 1 READINESS

- 1.1 The Supplier shall achieve satisfactory completion of the following prior to the Services Commencement Date and shall warrant the same to the Authority and on request provide sufficient evidence to the Authority of completion of these actions:
- 1.1.1 The Supplier has the Standard Operating Procedures listed at Annex A in place.
  - 1.1.2 All necessary and suitably qualified and experienced staff are in position and have been trained in accordance with the SOPs;
  - 1.1.3 Transport and Logistics Management System is in place, tested and operational;
  - 1.1.4 All relevant IT and systems installation and testing is complete and fully operational;
  - 1.1.5 All relevant materials are in place for recording receipt of Goods from Designated Site (the donor site)
  - 1.1.6 Business Continuity Plan is in place and approved in writing by the Authority;
  - 1.1.7 All requirements and recommendations by the Centre for the Protection of National Infrastructure ("CPNI") and National Cyber Security Centre ("NCSC") have been fully implemented.
- 1.2 The Supplier shall immediately notify the Authority in writing/email of changes to the status of any items in Paragraphs 1.1 above at any time during the duration of this Contract.

### 2 STANDARD OPERATING PROCEDURES

- 2.1 The Standard Operating Procedures are included at Annex A.
- 2.2 The Parties shall work together to develop and, if required, amend the existing Standard Operating Procedures and, where required, agree additional Standard Operating Procedures and/or amendments to Standard Operating Procedures, via the Project Management Board. Any additional or amended Standard Operation Procedures shall be agreed in writing and shall, once agreed in writing, form part of Annex A of this Schedule 1.
- 2.3 Without prejudice to paragraph 2.2, the Authority may amend (or require the Supplier to amend) the Standard Operating Procedures from time to time by written notice to the Supplier. The Authority will give the Supplier as much notice as is reasonably practicable in the circumstances of any changes to the Standard Operating Procedures and will, discuss the changes with the Supplier in advance. If the Supplier is required by the Authority to amend the Standard Operating Procedure, it shall provide a copy of the amended Standard Operating Procedure to the Authority for approval as soon as possible (and in any case within 3 Business Days) to allow SOPs to be fully understood and training and other necessary actions completed.

### **3 OPERATING HOURS AND CUSTOMER SERVICES**

- 3.1 The Supplier shall maintain a service of five days a week and within the business hours of 0700-1800 as stated hours per day operation to deliver the Services,
- 3.2 The Supplier shall provide to the Authority, and Designated Sites contact details of Crown SDS Customer Services to include telephone number and email address which will be available to take calls on 16 hour 7 days a week basis, to include collection/delivery queries, confirmation, and any other reasonable queries relating to the Services.
- 3.3 Customer Service enquires should be
  - 3.3.1 Resolved by the Supplier, so long as deemed within the remit and capability of the Supplier
  - 3.3.2 Escalated, by exception, immediately, where an enquiry is not deemed within the remit and capability of the Supplier. Escalation is to the Authority Point of Contact.
- 3.4 A log of all Customer Service enquires is to be kept
- 3.5 Collections/Deliveries may be required on Saturday, Sundays and bank holidays on a case-by-case basis.
- 3.6 Complying with the Authority's requirements in relation to cyber-security and any requirements and recommendations made by appropriate authorities and notified to the Supplier from time to time

### **4 AUTHORITY ORDERS**

- 4.1 Regional NHS identify a requirement to Normalise and Re-balance Stock and complete relevant documentation for the Supplier
- 4.2 Regional NHS contact Supplier through Central Control/Customer Services of the Supplier and submit relevant documentation
- 4.3 The Supplier contacts and confirms collection/delivery dates and times from the Donor and Recipient Designated Sites
- 4.4 No collection and/or delivery is to occur in the absence of full and completed documentation.
- 4.5 Orders are to be processed on a Day One or Day Two business working day schedule. An order should be delivered within 24 business hours of receipt.
- 4.6 Same Day orders may be placed and managed within the business hours for collection and delivery.
- 4.7 Orders for Collection and Delivery on non-business days may be placed

## **5 SUPPLIER ORDER RECEIPTING**

5.1 The Supplier will propose and agree with the Authority an Order Receipting and Documentation Trail details to be contained within but not limited to:

- 5.1.1 contact details for Donor Designated Site(s)
- 5.1.2 contact details for Recipient Designated Site(s)
- 5.1.3 Vaccines and/or Associated Consumables
- 5.1.4 Quantity and specification of consignment(s) to be transported
- 5.1.5 advance shipping notifications requirements;
- 5.1.6 booking timed slot for delivery;
- 5.1.7 Designated Site operating hours;
- 5.1.8 discrepancy reporting processes.

5.2 The Supplier shall not reject an Authority Order provided that those deliveries comply with the agreed SOP

5.3 All Goods (Cool-Box(es) and associated consumable package(s)) should be visually checked they are closed/sealed and are of the correct quantity. Any discrepancies should be noted and reported, these may include, but not limited to:

- 5.3.1 description
- 5.3.2 quantity;
- 5.3.3 closed/sealed of either Cool-box(es) or associated consumables packages(s)
- 5.3.4 Any variation following checking/discrepancies, including any damage, shall be reported to the Supplier Central Control Team for resolution

## **6 CONSUMABLES AND GOODS**

6.1 Diluent, needles, syringes, other medicines and other consumables will be packed in a separate box and delivered at ambient temperatures and in accordance with Good Industry Practice. The package(s) of associated consumables should be closed/sealed.

Additional Goods, as defined, required to be moved will be packaged accordingly, appropriately and within reason by the Donor Designated Site and transported at ambient temperatures and in accordance with Good Industry Practice.

## **7 STORAGE FOR TRANSPORTATION**

7.1 All Goods must be stored securely and safely for transportation by the Supplier to ensure the integrity of the Goods. This includes but not limited to the Cool-Box being kept upright, no stacking of Cool-Box(es) on top of each other or other items placed on top of Cool-Box(es)

## **8 STOCK MANAGEMENT**

- 8.1 Stock management of all Goods is the responsibility of the Supplier.
- 8.2 Good Industry Practice in stock management and record keeping is required including regular stock reconciliation with the Authority.
- 8.3 The Supplier is responsible for the Goods, goods-in-transit whether by own fleet or sub-contracted fleet until delivered to Designated Sites.
- 8.4 All reasonable steps shall be taken by the Supplier to avoid damage or degradation to the Goods whilst the Goods are stored in transit, handled, and during transit
- 8.5 The Goods should be maintained in a “fit for purpose” status. This includes being of a quality commensurate with being delivered into a health care setting free from dust and detritus as well as being stored at appropriate temperature settings within Cool-Box(es) and as for associated consumables package(s)
- 8.6 The Supplier will have in place a continual inventory checking programme.
- 8.7 Logistics and Transport Management System which, as a minimum, will be capable of
  - 8.7.1 producing system driven stock/stock in transit inventory frequency to be agreed and varied from time to time upon request of the Authority;
  - 8.7.2 Number of Cool-Box(es)
  - 8.7.3 Number of packages of Associated Consumables
  - 8.7.4 Time in Transit;
- 8.8 Access to inventory details, status, quantity etc. will be required by the Authority at times, provided by system reporting tools.
- 8.9 Subject to reasonable notice, regular inspections and/or product checks may be undertaken by the Authority and may include sampling from time to time.
- 8.10 The Supplier shall maintain proper and appropriate records of quantity/volumes of Goods moved/in transit and details of Donor and Recipient Designated Sites at all times to ensure traceability from point of receipt of Goods to the completion of delivery of the Goods.
- 8.11 The Supplier must submit the following data to the Authority on a daily basis:
  - 8.11.1 Orders fulfilled for each Site;
  - 8.11.2 cancelled orders; and
  - 8.11.3 delayed orders.
- 8.12 Stock movements may only occur upon the receipt of a valid Order

## **9 TRANSPORTATION**

- 9.1 The Supplier will collect, only, the consignment of Cool-Box(es) and associated consumables from the Donor Designated Site.
- 9.2 The Supplier may collect more than one Cool Box and associated consumables package for delivery to one or multiple Recipient Designated Sites
- 9.3 Multiple Cool-Box(es) and associated consumable packages should be clearly identifiable as to which Recipient Designated Site they are to be delivered. They should be accompanied by the relevant documentation
- 9.4 The Supplier may deliver more than one type of Vaccine in one vehicle.
- 9.5 The Supplier will check that the Cool-Box(es) and package f or associated consumables is closed/sealed by means of a visual check. It is the responsibility of the Donor Designated Site Responsible Person to prepare the Cool-Box(es) and associated consumables for collection and transportation and ensure that all paperwork is completed in accordance with the relevant Standard Operating Procedure.
- 9.6 The Responsible Person at the Recipient Designated Site is responsible for the removal of the Vaccines from the Cool-Box(es) and receipt of the associated consumables package(s).
- 9.7 The Cool-Box will be returned to the Supplier, for return to the Donor Designated Site
- 9.8 Vehicle tracking systems are required to support the chain of custody for all Goods.
- 9.9 All deliveries of Goods shall be undertaken with vaccines stored in Cool-Box(es). No vaccines should be stored in any container that is not a Cool-Box.
- 9.10 Associated consumables which must be packaged appropriately f or transportation. Packing of all associated consumables is the responsibility of the Donor Designated Site Responsible Person.
- 9.11 All vehicles should be roadworthy, maintained in accordance with manuf acturers recommended service, have valid MOT, Insurance and Road Tax.
- 9.12 All vehicles should be secure and have solid walls. Curtain sided vehicles must not be used.
- 9.13 Vaccines will be delivered using sufficiently secure vehicles suitable for making urban and rural delivery journeys

## **10 DISTRIBUTION**

- 10.1 All Orders will have a scheduled collection/delivery date and time.
- 10.2 The Supplier shall collect/deliver the Order within the delivery window specified for that Order.
- 10.3 The Supplier shall register on the Logistics and Transport Management System, the date and time of actual collection and delivery of Goods.

- 10.4 The Supplier shall use routing and scheduling processes which are system driven using industry leading software that is readily available on the open market.
- 10.5 The main collection/delivery window is between 0800 - 18.00 Monday to Friday. It is the responsibility of the Supplier to make acceptable delivery arrangements (other than the delivery window) with each Designated Site for acceptable collection/delivery times.
- 10.6 All collections/deliveries must be made on the scheduled collection/delivery date and by the collection/delivery time agreed with the Designated Site.
- 10.7 If the Supplier is unable to achieve the scheduled collection/delivery date or time:
- 10.7.1 the Supplier must notify the Designated Site, the Authority as soon as is possible and not less than 1 hour before the time the collection/delivery was due;
  - 10.7.2 any alternative collection/delivery arrangement must be agreed to the Authority and Designated Site's satisfaction; and
- 10.8 Supplier systems are required to capture the delivery success performance and electronically communicated order status back to the Authority systems.
- 10.9 A non-investigative event shall be recorded in the event of a failed delivery and actions documented and implemented as necessary; in the event a pattern of non-investigative events is identified a quality incident report shall be raised in order to establish root cause and to identify, and implement, suitable Corrective and Preventative Actions (CAPA).
- 10.10 The Suppliers delivery driver upon arrival at the Recipient Designated Site, will inform the person receiving the delivery that temperature sensitive Goods are contained within the order and that the package requires immediate refrigeration between the range of +2°C to +8°C unless set out in the manufacturer guidance/requirements.
- 10.11 A signed proof of delivery receipt is required for each customer order and must contain the following information, electronic recording is acceptable:
- 10.11.1 clear identification of the person receiving the order including printed first name and last name;
  - 10.11.2 signature of receiving person;
  - 10.11.3 date and time of signature capture;
  - 10.11.4 consignment details;
  - 10.11.5 driver name and route details;
- 10.12 The proof of delivery must trigger a signal back to the programme that the Goods has been transferred
- 10.13 The handling of Goods at the Recipient Designated Site must be handled in two separate journeys with the consumables being offloaded and delivered first followed by the vaccine

- 10.14 All delivery drivers will be fully trained, licenced and qualified to undertake their duties as required. The Supplier must ensure the suitability of drivers used to collect and deliver Goods from/to Designated Sites.
- 10.15 The frequency and size of deliveries may vary over time.
- 10.16 Vaccines must be transported in +2 --8 °C temperature in appropriate Cool-Box(es) to Recipient Designated Sites
- 10.17 The Supplier's van routes may include drops to different Recipient Designated Sites (different turnaround times will apply, e.g., additional security checks at a detained estate).
- 10.18 The Supplier is required to wait and receive the empty Cool-Box(es) from the Recipient Designated Site and return them to the Donor Designated Site.
- 10.19 The Supplier is to report any issues or concerns regarding delivery to their Central Control Team, who will attempt to resolve the issue. Failure to resolve the issues in a timely manner should be escalated to the Authority Point of Contact. Examples of issues include but not limited:
  - 10.19.1 Refusal to accept Vaccines and/or consumables
  - 10.19.2 Refusal to return the Cool-Box(es)
  - 10.19.3 Requesting information from the driver which is outside of the contract (e.g. transit time, temperature ticket, etc.)

## **11 WASTE AND DISPOSALS**

- 11.1 There will be no returns of unused Vaccines or Consumables back to the Donor Designated Site, UKHSA or the Authority.

## **12 STAFFING**

- 12.1 The Supplier is required to have a skilled, knowledgeable and experienced qualified persons in order to undertake the Services. The Supplier must undertake all necessary pre-employment checks
- 12.2 All staff utilised to deliver this service will be:
  - 12.2.1 appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
  - 12.2.2 vetted in accordance with Good Industry Practice.
- 12.3 The Supplier is required to ensure that it has a sufficient number skilled and trained of employees to deliver the Services.
- 12.4 The Supplier is required to employ a suitably qualified and experienced Account Manager, The Supplier shall provide details of the Account Manager to the Authority and shall not replace the Account Manager without the prior written consent of the Authority.



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

**13 BUSINESS CONTINUITY PLAN**

13.1 The Supplier will prepare a Business Continuity Plan for approval by the Authority.

## **ANNEXES**

### **A. Standard Operating Procedure(s)**

**A minimum suggested list of SOPs, as mentioned they may already be a part of the BAU of the Courier Contractually they would need to be reviewed for 'fit for purpose'**

- Receipt of Instruction (order)**
- Collection from Donor Designated Site**
- Store and secure for during transit**
- Delivery to Recipient Designated Site**
- Roles & Responsibility of Driver**
- Escalation process for issues and concerns**

**B Cool-Box Data Sheet**

**Data sheet of cool-box expected to be used by Donor Designated Site for**



**AL 40 PLUS data  
sheet.pdf**

## **C. Vaccine Characteristics and Requirements**

### **For information and reference only**

Covid-19 Vaccines Characteristics, Specifications and Details are defined in; and as amended from time to time:

Covid-19 vaccination programme

Information for healthcare practitioners

Republished 21 December 2021

Version 3.11

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/951155/COVID-19\\_vaccination\\_programme\\_guidance\\_for\\_healthcare\\_workers\\_11\\_January\\_2021\\_V3.1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/951155/COVID-19_vaccination_programme_guidance_for_healthcare_workers_11_January_2021_V3.1.pdf)

**Schedule 2  
Policies**

**[TO BE INSERTED, IF ANY]**

### **Schedule 3**

#### **Charges and invoicing**

## **1 CHARGES**

- 1.1 The Authority will pay the Charges to the Supplier in accordance with this Schedule 3.

## **2 CHARGES CALCULATION**

- 2.1 The Charges payable shall be calculated in accordance with Part 2 of Schedule 3.

## **3 SUPPLIER INVOICES**

- 3.1 The Charges will be invoiced monthly in arrears. Each invoice shall at all times be accompanied by reasonable supporting documentation in the Cost Report (provided in the Invoice Support Template format as in paragraph 2.5 in Part 2 of this Schedule) to enable the Authority to assess whether the Charges due from the Authority as detailed in the invoice is properly payable.
- 3.2 The Authority shall accept for processing any electronic invoice that complies with the European Standard for e-Invoicing, provided that it is valid and undisputed.
- 3.3 If the Supplier proposes to submit for payment an invoice that does not comply with the European Standard for e-Invoicing the Supplier shall:
- 3.3.1 comply with the requirements of the Authority's e-invoicing system;
  - 3.3.2 prepare and provide to the Authority for approval the format of a template invoice within 10 Working Days of the Commencement Date which shall include such information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
  - 3.3.3 make such amendments as may be reasonably required by the Authority if the template invoice outlined in paragraph 3.3.2 is not approved by the Authority (acting reasonably).
- 3.4 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's e-invoicing system, or that it contains the following information:
- 3.4.1 the date of the invoice;
  - 3.4.2 a unique invoice number;
  - 3.4.3 the period(s) to which the relevant charge(s) relate;
  - 3.4.4 the correct reference for this Interim Services Agreement;
  - 3.4.5 the reference number of the purchase order to which it relates (if any);
  - 3.4.6 the dates between which the Interim Services subject of each of the charges detailed on the invoice were performed;
  - 3.4.7 a description of the Interim Services;

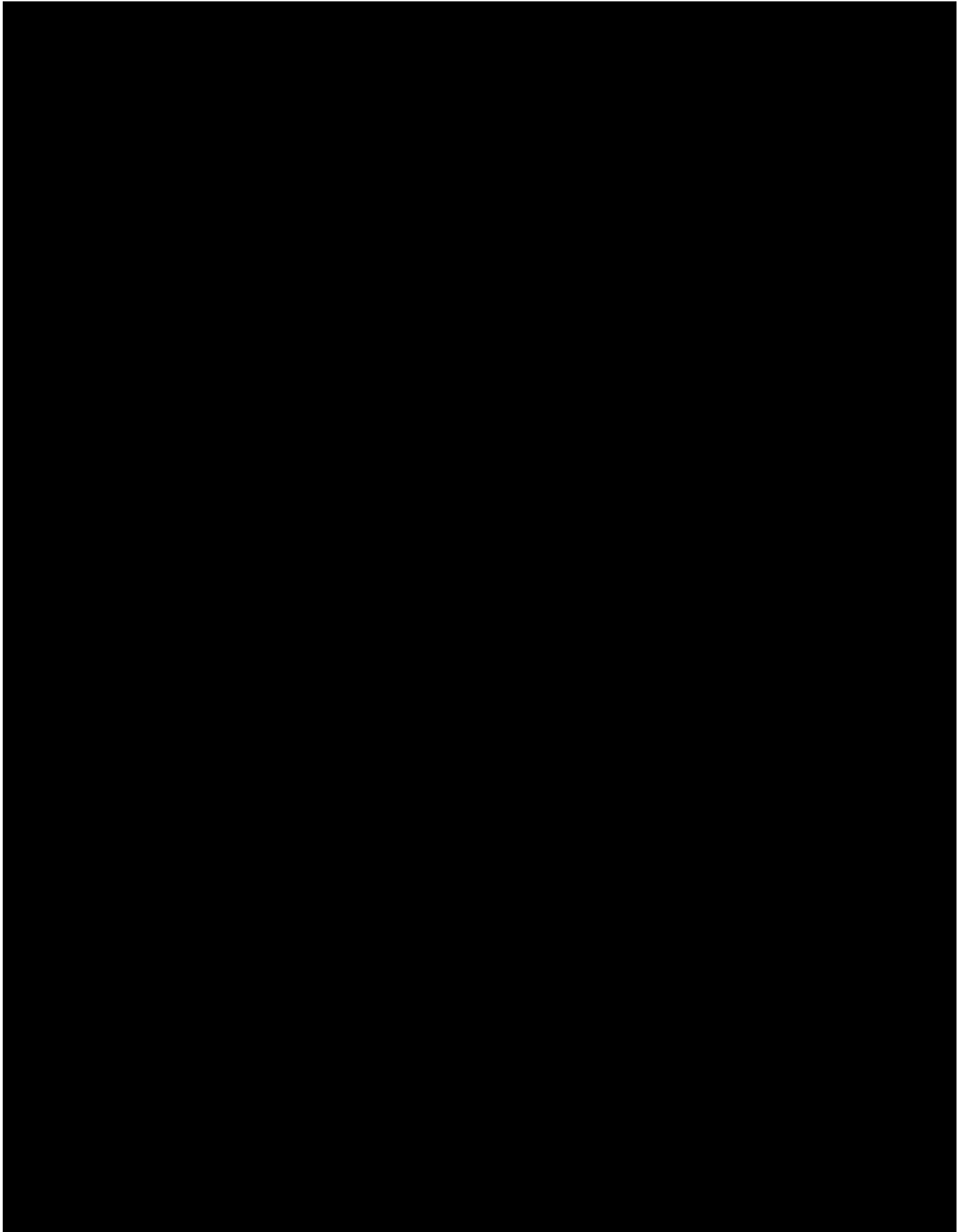
- 3.4.8 the calculation of the Charges;
  - 3.4.9 the total Charges gross and net of any applicable deductions, and, separately, any VAT or other sales tax payable in respect of each of the same;
  - 3.4.10 reference to any reports required by the Authority in respect of the Interim Services to which the Charges detailed on the invoice relates (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Interim Services);
  - 3.4.11 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
  - 3.4.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 3.5 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 3.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this paragraph 3. Where any invoice does not conform to the Authority's requirements set out in this paragraph 3, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirement.

#### **4 PAYMENT TERMS**

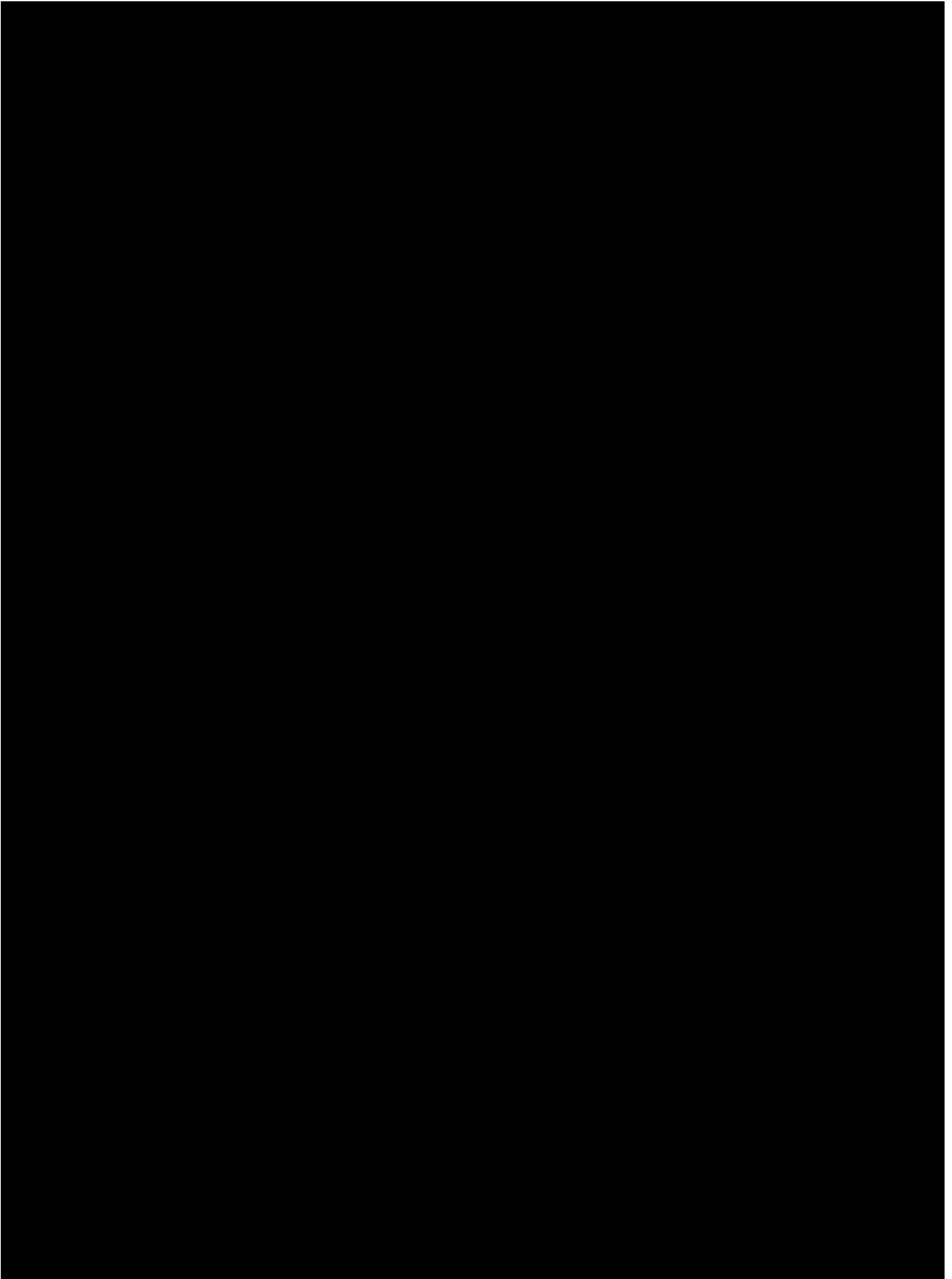
- 4.1 Subject to the relevant provisions of this paragraph 3, the Authority shall make payment to the Supplier of undisputed amounts within thirty (30) days of the date of receipt of the invoice by the Authority.
- 4.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.
- 4.3 The Charges are exclusive of value added tax ("**VAT**"), and the Authority shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.
- 4.4 If the Authority fails to pay any undisputed amount due to the Supplier under this Interim Services Agreement by the due date for payment, then the Authority shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this paragraph 4.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

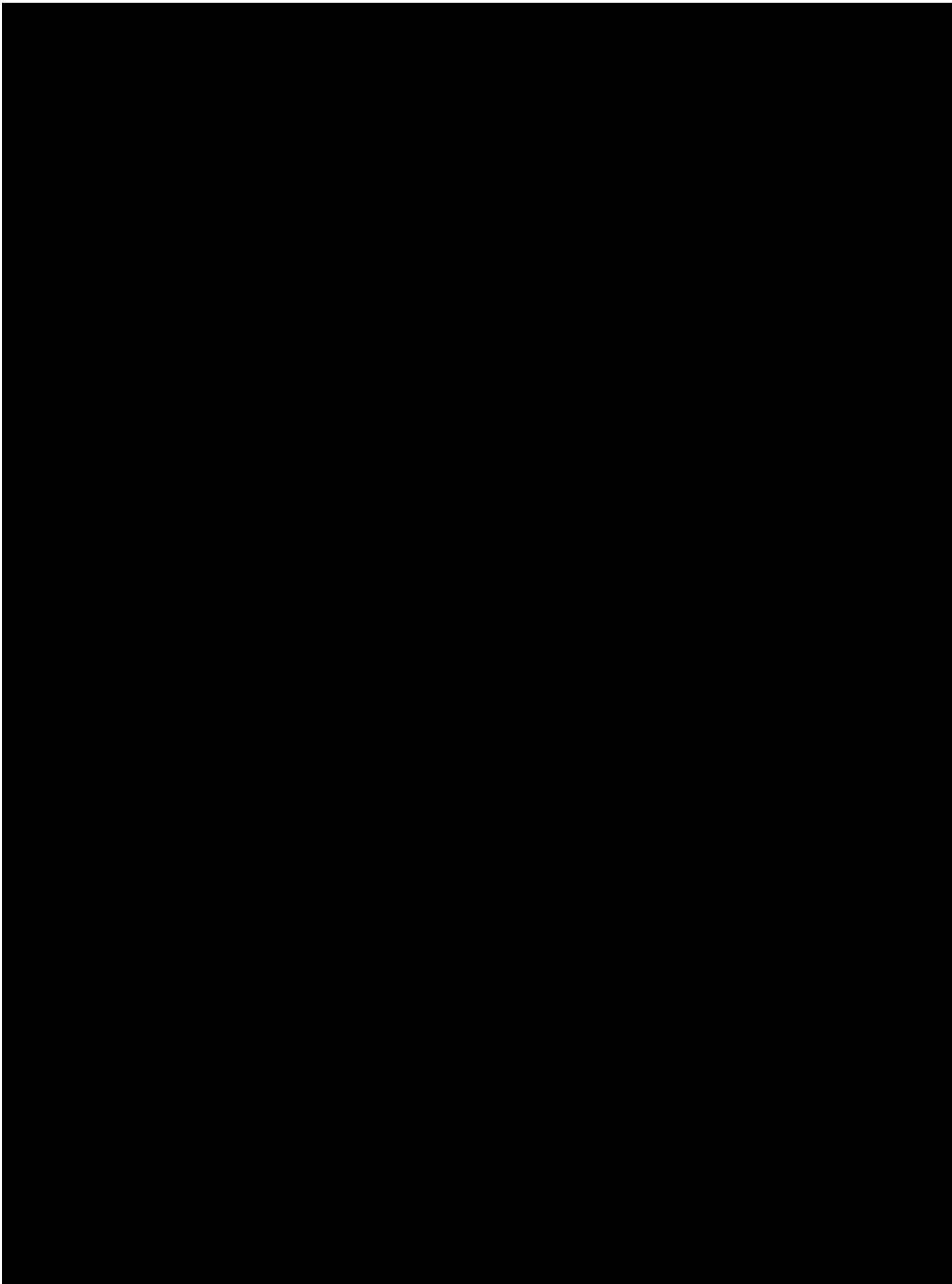
#### **5 AUDIT**

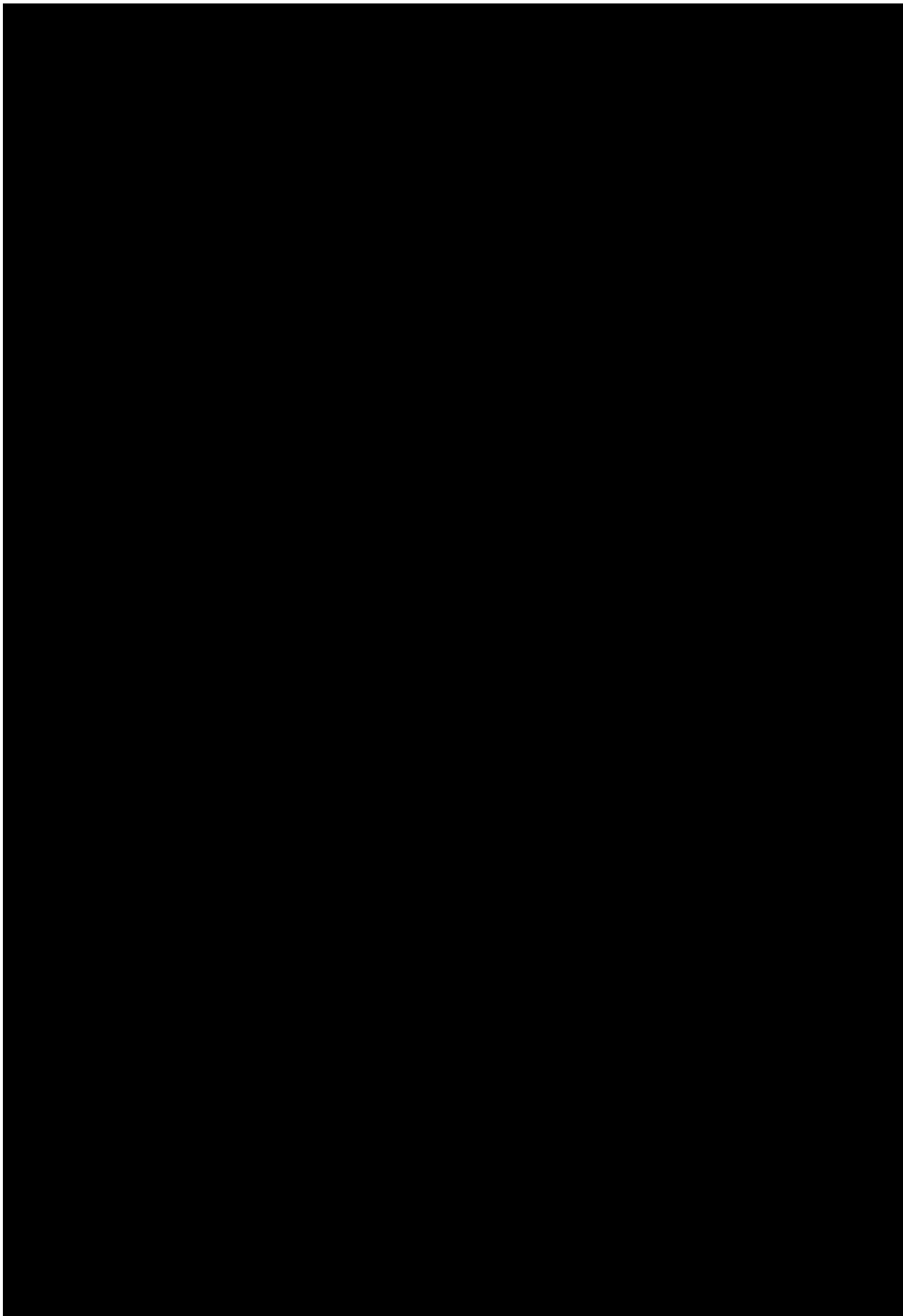
- 5.1 The Authority shall have the option to audit the charge and expense documentation at any time following the execution of this letter of intent and up to 3 years following the expiry or termination of this Interim Services Agreement.

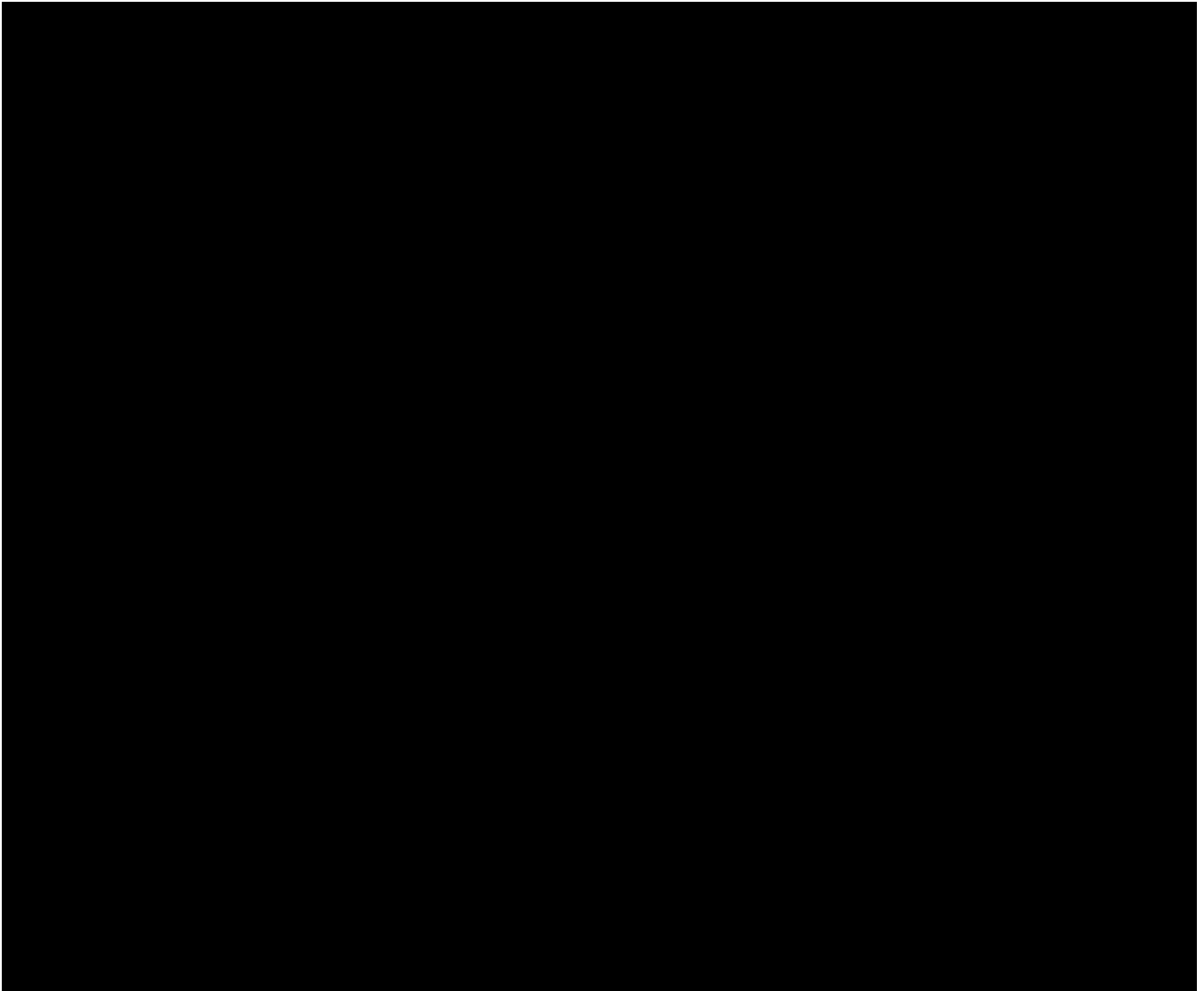












## Schedule 4

### Change control process

#### 1 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 If either Party wishes to make a change to this Interim Services Agreement at any time, either Party can request, such a change (a "**Change Request**") under the procedure set out in this Schedule 4.
- 1.2 Each Change Request shall be submitted substantially in the form set out in this Schedule 4 and shall include such information necessary to enable the Parties to assess the impact of the proposed change.
- 1.3 Where a Party issues a Change Request, the receiving Party shall return the Change Request form to the other Party within three (3) Business Days of receipt, or such period as is otherwise agreed between the Parties, either:
  - 1.3.1 agreeing to the Change Request and completing Part B: Evaluation of the Change Request form; or
  - 1.3.2 to the extent that the Supplier is entitled to refuse the Change Request in accordance with paragraph 2 and wishes to refuse the Change Request, refusing the Change Request and outlining the reasons for refusal.
- 1.4 A Change Request shall be submitted by the Party requesting the change to the other Party and shall only become binding on the parties once the Change Request is signed by an authorised representative of both Parties and no variation to this Interim Services Agreement shall be valid unless the provisions of this paragraph are complied with.
- 1.5 Until a Change Request made in accordance with this Schedule 4 has been signed by an authorised representative of both Parties, the Authority and the Supplier shall continue to perform this Interim Services Agreement in compliance with its terms prior to the signature of the Change Request.
- 1.6 Any services provided or goods supplied by the Supplier which have not been agreed in accordance with the provisions of this paragraph 1 shall be undertaken entirely at the expense and liability of the Supplier.

#### 2 SUPPLIER'S RIGHT OF APPROVAL

- 2.1 The Supplier may only refuse an Authority Change Request in accordance with paragraph 1.3.2 if the Supplier reasonably believes that any proposed change would:
  - 2.1.1 materially and adversely affect the risks to the health and safety of any person; and/or
  - 2.1.2 require the Interim Services to be performed in a way that infringes any law; and/or

the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed change is technically impossible to implement.

## ANNEX 1 CHANGE REQUEST FORM

<b>Part A</b>		
<b>Cr no.:</b>	<b>Title:</b>	
<b>Contract:</b>	<b>Required by date:</b>	
<b>Action:</b>	<b>Name:</b>	<b>Date:</b>
<b>Raised by:</b>		
<b>Area(s) impacted (<i>optional field</i>):</b>		
<b>Supplier reference no.:</b>		
<b>Full description of requested contract change (including proposed changes to the wording of the contract):</b>		
<b>Details of any proposed alternative scenarios:</b>		
<b>Reasons for and benefits and disadvantages of requested contract change:</b>		
<b>Signature of requesting change owner:</b>		
<b>Date of request:</b>		
<b>Part B</b>		
<b>[other relevant information]</b>		
<b>Proposed adjustment to the charges resulting from the contract change:</b>		
<b>Signed on behalf of the authority:</b>	<b>Signed on behalf of the supplier:</b>	
<b>Signature:</b> _____	<b>Signature:</b> _____	
<b>Name:</b> _____	<b>Name:</b> _____	
<b>Position:</b> _____	<b>Position:</b> _____	
<b>Date:</b> _____	<b>Date:</b> _____	

Schedule 5  
Governance

Type	Frequency	Supplier attendees	Authority attendees

Details of Contract Managers

For the Authority

[REDACTED]

[REDACTED]

For the Supplier

[TBC]

## Schedule 6 Confidentiality

1.1 For the purposes of this Schedule 6, the following terms shall have the following definitions:

- 1.1.1 **"Confidential Information"** shall mean information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Interim Services Agreement including any procurement process which is (a) provided by the Disclosing Party pursuant to or in anticipation of this Interim Services Agreement that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party; (b) personal data as defined in the data protection legislation provided by the Disclosing Party; (c) designated as confidential or equivalent by either Party or that ought reasonably to be considered as confidential (whether or not it is so marked) however it is conveyed or on whatever media it is stored; (d) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Interim Services Agreement and all matters arising therefrom; (e) policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet; and/or information derived from the above, but not including any information which (f) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (g) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (h) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Interim Services Agreement or breach of a duty of confidentiality; (i) was independently developed without access to the Confidential Information; or (j) relates to the Supplier's performance under this Interim Services Agreement.
- 1.1.2 **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information;
- 1.1.3 **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.

1.2 Except to the extent set out in this clause 15.1 or where disclosure is expressly permitted elsewhere in this Interim Services Agreement, the Recipient shall:

- 1.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
- 1.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Interim Services Agreement or without obtaining the owner's prior written consent;
- 1.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Interim Services Agreement; and



- 1.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 1.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
  - 1.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that clause 14 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
  - 1.3.2 the need for such disclosure arises out of or in connection with:
  - 1.3.3 any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Interim Services Agreement;
  - 1.3.4 the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Interim Services Agreement; or
  - 1.3.5 the conduct of a Central Government Body review in respect of this Interim Services Agreement; or
  - 1.3.6 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 1.4 If the Recipient is required by law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 1.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:
  - 1.5.1 Supplier personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Interim Services Agreement;
  - 1.5.2 its auditors; and
  - 1.5.3 its professional advisers for the purposes of obtaining advice in relation to this Interim Services Agreement.
- 1.6 Where the Supplier discloses Confidential Information of the Authority pursuant to this Schedule 6, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Interim Services Agreement by the persons to whom disclosure has been made.
- 1.7 The Authority may disclose the Confidential Information of the Supplier:

- 1.7.1 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);
- 1.7.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
- 1.7.3 on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
- 1.7.4 where required by any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction including any request or requirement to cooperate with any public, parliamentary or ministerial inquiry (including, but not limited to, COVID-19 Pandemic Inquiry chaired by Baroness Hallett DBE), including but limited to any current or future inquiry or other investigation by the National Audit Office or the Health and Social Care Committee;
- 1.7.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 1.7.6 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 1.7.7 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in paragraph 1.7.1 for any purpose relating to or connected with this Interim Services Agreement;
- 1.7.8 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;
- 1.7.9 on a confidential basis for the purpose of the exercise of its rights under this Interim Services Agreement;
- 1.7.10 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Interim Services Agreement,

and for the purposes of this Interim Services Agreement, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Schedule 6

- 1.8 Nothing in this Schedule 6 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Interim Services Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

Schedule 7  
Sub-contractors and key personnel

KEY SUB-CONTRACTORS

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related Interim Service description	Key role in delivery of the Interim Services

Key Personnel

Key Role	Name of Key Personnel	Contact details	Responsibilities / Authorities