

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

The Authority	NHS Commissioning Board, known as NHS England whose address is Skipton House, 80 London Road, London SE1 6LH
The Supplier	Royal Voluntary Service is a company limited by guarantee registered in England and Wales number 2520413 and a registered charity number 1015988 (England and Wales) whose registered office is at Beck Court, Cardiff Gate Business Park, Cardiff, CF23 8RP
Date	28th January 2021
Type of Services	Recruitment and management of volunteers to support the COVID-19 Vaccine Programme

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

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

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

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification
Schedule 6	Commercial Schedule
Schedule 7	Staff Transfer
Schedule 8	NOT USED
Schedule 9	Authority Obligations
Schedule 10	Payment on Termination

Signed by the authorised representative of THE AUTHORITY

Name:	Signature:
Position:		

Signed by the authorised representative of THE SUPPLIER

Name:	Signature
Position:		

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 8 to 24 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Term

- 2.1 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire **7 months** from the Services Commencement Date. The Term may be extended in accordance with Clause 15.2 of Schedule 2 (in which case the definition of 'Term' shall be deemed amended accordingly) provided that the duration of this Contract shall be no longer than **10 calendar months** in total.

3 Contract Managers

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

3.1.1 for the Authority:

[REDACTED]

3.1.2 for the Supplier:

[REDACTED]

4 Names and addresses for notices

- 4.1 Notices served under this Contract are to be delivered to:

4.1.1 for the Authority:

[REDACTED]t

for the Supplier:

[REDACTED]

5 Management levels for escalation and dispute resolution

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

Level	Authority representative	Supplier representative
1	Commercial Manager	HEAD OF BUSINESS DEVELOPMENT
2	Flu & COVID-19 Programme Director	DIRECTOR OF CHANGE AND TRANSFORMATION
3	Chief Executive NHS England	CHIEF EXECUTIVE OFFICER

6 Order of precedence

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

- 6.1.1 the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);
- 6.1.2 Schedule 1: Key Provisions;
- 6.1.3 Schedule 5: Specification;
- 6.1.4 Schedule 2: General Terms and Conditions;
- 6.1.5 Schedule 6: Commercial Schedule;
- 6.1.6 Schedule 3: Information Governance Provisions;
- 6.1.7 Schedule 7: Staff Transfer;
- 6.1.8 Schedule 4: Definitions and Interpretations;
- 6.1.9 the order in which all subsequent schedules, if any, appear; and
- 6.1.10 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

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

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 and the provisions of Schedule 7 shall apply.

8 Implementation phase ☐ (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED

- 8.1 Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule.

9 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☒ (only applicable to the Contract if this box is checked and the dates are inserted in Clause 9.1 of this Schedule 1)

- 9.1 The Services Commencement Date shall be **28th January 2021** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **14th July 2021**.

10 Induction training ☒ (only applicable to the Contract if this box is checked) NOT USED

11 Quality assurance standards ☐ (only applicable to the Contract if this box is checked and the standards are listed) NOT USED

12 Different levels and/or types of insurance ☐ (only applicable to the Contract if this box is checked and the table sets out the requirements) NOT USED

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

- 13.1 The Authority's Obligations are as set out in Schedule 9.

- 13.2 If the Supplier's performance of its obligations under this Contract is prevented, impeded or delayed by any act or omission of the Authority, then:

13.2.1 the Supplier shall be allowed a reasonable extension of time to perform its obligations equal to the delay caused by the Authority ; and

13.2.2 providing that the Supplier takes reasonable steps to mitigate the impact of such non-performance any resulting non-performance or reduction in performance on the part of the Supplier shall not be treated as a breach of contract.

- 14 Assignment of Intellectual Property Rights in deliverables, materials and outputs ☒ (only applicable to the Contract if this box is checked)**
- 14.1 The Parties do not envisage that the Supplier will generate any substantial Intellectual Property Rights in the support and management of the Volunteers recruited to support the Programme. The Supplier acknowledges that all Intellectual Property Rights in any advertisements, role descriptions, any amendments to the GoodSAM System to the extent driven and owned by the Supplier, and other similar materials created by the Supplier for the Programme and this Contract will be owned by the Authority, and the Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such materials, and the Supplier shall ensure that all Staff assign any such Intellectual Property Rights they may have to the Authority.
- 14.2 Save for the GoodSam System, the Supplier is the owner of all Intellectual Property rights in the methods and process that it employs to recruit and onboard Volunteers and in the safeguarding and problem solving mechanisms that it has in place to support the Volunteers, and to the extent necessary shall grant to the Authority, and to any Authority Third Parties as appropriate, right to use such materials as set out in clause 11 of Schedule 2.
- 14.3 Clause 14 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.
- 15 Inclusion of a Change Control Process ☐ (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED**
- 16 Authority step-in rights ☐ (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED**
- 17 Grant of lease or licence ☐ (only applicable to the Contract if this box is checked) NOT USED**
- 18 Guarantee ☐ (only applicable to the Contract if this box is checked) NOT USED**
- 19 Supplier as Data Processor ☐ (only applicable to the Contract if this box is checked) NOT USED**
- 20 Purchase Orders ☒ (only applicable to the Contract if this box is checked)**
- 20.1 The Authority shall issue Purchase Orders to the Supplier in accordance with the provisions set out in Schedule 6. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. Save to the extent set out in this Contract, the Authority will only be obliged to pay the Supplier in relation to the work detailed in Schedule 6 , and in particular the Authority is not responsible for payment of any volunteers supporting any NHS Third Party outside the scope of this Contract and the deployment scheme set up as part of this Contract.

21 Monthly payment profile ☐ (only applicable to the Contract if this box is checked) NOT USED

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

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

22.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier **PROVIDED ALWAYS** that such Termination Notice must be served on the Supplier at least one month in advance of date of termination.

22.2 Should the Authority terminate this Contract in accordance with Clause 22.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule **10**

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

23.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least two (2) previous valid Breach Notices within the last six (6) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The six (6) month rolling period is the six (6) months immediately preceding the date of the third Breach Notice.

24 Expert Determination ☐ (only applicable to the Contract if this box is checked) NOT USED

Schedule 2

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 any quality assurance standards as set out in the Key Provisions and/or the Specification;
- 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, Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

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

1.4 The Supplier shall comply fully with its obligations set out in the Specification including without limitation the KPIs.

1.5 Subject to the obligations of the Authority to enable access to the GoodSam System, the Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.

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

1.7 The Supplier shall notify the Authority forthwith in writing:

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

- 1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.
- 1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.10 Where applicable, the Supplier shall provide reasonable support and assistance to the Authority, a Lead Provider and any applicable Authority Third Party to carry out any investigation into any incident or claim involving any Volunteer. Where a Volunteer notifies the Supplier of any accident or incident the Supplier shall promptly notify the Lead Provider to whom the Volunteer has been assigned.
- 1.11 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
- 1.12 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 Support provided by Volunteers pursuant to this Contract shall be provided at the Premises and Locations. The Supplier acknowledges that the specific Premises and Locations will change over time as the Programme continues to evolve and develop, and changes will be made by the Authority without consulting or seeking approval of the Supplier.
- 2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall procure reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.
- 2.3 Subject to Clause 2.4 of this Schedule 2, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2.

- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule 2, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier in accordance with the Key Provisions.
- 2.5 Where it is provided for by a specific mechanism set out in the .Specification, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2. Where there is no such specific mechanism set out in the Specification, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with Clause 21 of this Schedule 2. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

- 3.1 Subject always to clause 30.8, the Supplier acknowledges that the Authority is contracting with the Supplier to establish volunteer resources for the benefit of the Lead Providers and each Authority Third Party to whom the Volunteers are deployed and assigned. The Supplier is required to cooperate and work alongside a number of other service providers to deliver the Programme.
- 3.2 The Supplier shall, as reasonably required by the Authority, cooperate with the Lead Providers who are responsible for delivery of the Covid-19 Vaccination Programme in each local area, and any other third party engaged in delivery of any element of the Covid-19 Vaccination Programme.

4 Use of Authority and/or Lead Provider equipment

- 4.1 Unless otherwise set out in the Specification 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 and/or Lead Providers' sole discretion;
 - 4.1.2 must be returned to the Authority and / or the Lead Provider within any agreed timescales for such return or otherwise upon the request of the Authority; and
 - 4.1.3 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 engagement and employment and conditions of service of Staff. The Supplier shall ensure that such conditions of engagement are consistent with its obligations under this Contract.
- 5.2 The parties agree that the Volunteers shall be engaged on a purely voluntary basis, and that neither the Supplier nor the Lead Provider shall enter into a contract of

employment or any other form of contract which shall ascribe to any Volunteer the status of "worker" or "employee" in connection with the delivery of the Services.

5.3 Subject to clause 5.5, the Supplier shall be fully responsible for the following:

- 5.3.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any Volunteer in respect of the Services, where such recovery is not prohibited by law; and
- 5.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Volunteer against the Authority arising out of or in connection with the provision of the Services.

5.4 Subject to clause 5.5, in the event that:

- 5.4.1 any of the contributions listed in clause 5.3.1 of this Schedule are paid or payable by the Authority or any Lead Provider or Authority Third Party (other than where such payment is determined by any statutory body to be the responsibility of the Authority); or
- 5.4.2 a claim of the nature described in clause 5.3.2 is made against the Authority or any Lead Provider or Authority Third Party

the Supplier will, subject always to the cap on liability set out in clause 13.2 of this Schedule 2, indemnify the Authority in respect of the same.

- 5.4 The Supplier will have no responsibility under clause 5.3 and the indemnity set out in clause 5.4 shall not apply, where the relevant contributions, liability, deduction, assessment or claim arises a result of any act or omission of a Lead Provider or any other Authority Third Party.
- 5.5 The Supplier will engage sufficient Staff to ensure that it complies with its obligations under this Contract, and sufficient Volunteers to meet the Authority's requirements for the Programme to which the Supplier has committed it is able to deliver being 53,711 Volunteers. 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.
- 5.6 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 or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.
- 5.7 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies, and take all reasonable steps to ensure Volunteers are aware of the need to comply with all local policies of the Authority Third Parties.
- 5.8 The Supplier shall to the extent described in Schedule 5:

- 5.8.1 employ/engage only those Staff and Volunteers who are careful, skilled and experienced in the duties required of them;
 - 5.8.2 ensure that every member of Staff and Volunteers is properly and sufficiently trained and instructed;
 - 5.8.3 ensure all Staff and Volunteers have the qualifications to carry out their duties;
 - 5.8.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff ; and
 - 5.8.5 ensure all Staff and Volunteers comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued any relevant regulatory body or any industry body in relation to such Staff.
- 5.9 The Supplier will advise Volunteers to consider their own health conditions when applying to be a Volunteer including advising them that if they are clinically vulnerable to coronavirus (Covid 19) they may prefer a different non-contact volunteer role, and remind them of their responsibility not to attend for a shift if they are unwell at that time. The Authority is not obliged to pay any costs of expenses in relation to a Volunteer who is unfit to complete a volunteer shift. The Supplier shall ensure that all potential Staff and Volunteers 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:
- 5.9.1 are asked to confirm whether they have any unspent Convictions
 - 5.9.2 if an applicant confirms that they do have unspent convictions, are risk assessed by the Supplier in accordance with the process set out in Annex E to Schedule 5; and
 - 5.9.3 are not accepted as a Volunteer where the outcome of applying the risk assessment process referred to in clause 5.8.2 concludes that the Volunteer should not be accepted for a role under this Contract
- 5.10 In addition to the requirements of Clause 5.9 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 5.10.3 shall ensure that no member of staff 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 relating to current or previous activity with the Supplier 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 engagement as a member of Staff receives a Conviction which becomes 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, 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 5.9 to Clause 5.11 of this Schedule 2 have been met.
- 5.13 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.
- 5.14 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Staff of the Supplier that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

6 Business continuity

- 6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification.
- 6.2 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:
 - 6.2.1 the criticality of this Contract to the Authority; and
 - 6.2.2 the size and scope of the Supplier's business operations,

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

6.3 NOT USED.

6.4 NOT USED.

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

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

7 The Authority's obligations

7.1 The Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.

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

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

7.4 Without prejudice to the Authority's obligation under clause 7.3 of this Schedule, the Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

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

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

- 8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
- 8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;
 - 8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
 - 8.3.3 the information specified in the Specification;
 - 8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and
 - 8.3.5 such other information as reasonably required by the Authority.
- 8.4 Unless specified otherwise in the Specification, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.
- 8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.
- 8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:
- 8.6.1 storing and analysing the management information and producing statistics; and
 - 8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.
- 8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting

Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

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

9 Price and payment

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

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

- 9.2.1 shall be payable from the Actual Services Commencement Date;
- 9.2.2 shall remain fixed during the Term; and
- 9.2.3 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.

- 9.3 Unless stated otherwise in the Commercial Schedule:

- 9.3.1 where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
- 9.3.2 where Clause 9.3.1 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

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

- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes this Clause 9.5 after a reasonable time has passed. For the purposes of this clause 9.5 an undisputed invoice shall be any invoice other than

one in respect of which the Authority raises a query in accordance with Clause 9.6 of this Schedule 2.

- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.
- 9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.8 Provided always that no set-off shall be made against that part of any amount due to the Supplier pursuant to Schedule 6 which is attributable to volunteer travel expenses or volunteer subsistence expenses, the Authority reserves the right to set-off the value of any items agreed between the Parties against:
- 9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and
- 9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.
- 9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

- 10.1 The Supplier warrants and undertakes that:
- 10.1.1 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
- 10.1.2 subject to the Authority obligations under paragraph 7 of Schedule 5 in respect of the Deliverables, it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall

maintain such consents, authorisations, licences and accreditations throughout the Term;

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

- 10.1.13 it shall use Good Industry Practice to ensure that its information and communications technology systems and/or related hardware and/or software 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 ;
- 10.1.14 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;
- 10.1.15 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10.1.15 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;
- 10.1.16 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);
- 10.1.17 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Commercial Schedule) and all accompanying materials is accurate in all material respects;
- 10.1.18 subject to the Authority procuring the necessary rights for the Supplier to use the GoodSam System 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;
- 10.1.19 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
- 10.1.20 subject to the Authority procuring the necessary rights for the Supplier to use the GoodSam System, all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
- 10.1.21 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
- 10.1.22 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;

- 10.1.23 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
- 10.1.24 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier following the 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 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, 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:
 - 10.4.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.4.2 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.
- 10.5 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Intellectual property

- 11.1 Subject to the Authority procuring all necessary rights for the Supplier to use the GoodSam System, the Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services. The parties acknowledge that the Authority has procured access to GoodSAM for use in conjunction with the Programme.

- 11.2 Subject to clause 11.1 above, unless specified otherwise in the Key Provisions and/or in the Specification, the Supplier hereby grants to the Authority, during the Term use any deliverables, material or any other output supplied to the Authority in any format as part of the Services on an irrevocable, royalty-free, non-exclusive basis, including the right to use, modify, adapt or enhance such items in the course of delivering the Programme. Unless specified otherwise in the Key Provisions and/or in the Specification, 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 by the Supplier in any format as part of the Services.

12 Indemnity

- 12.1 Subject always to clause 13.4, 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 in respect of:

- 12.1.1 any injury or allegation of injury to any person, including injury resulting in death;
- 12.1.2 any loss of or damage to property (whether real or personal);
- 12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2;
- 12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date
- 12.1.5 any material inaccuracy in, or failure to complete appropriate identification checks on Volunteers as set out in Schedule 5, including but not limited to risk assessment of disclosed convictions as set out in Annex E in Schedule 5 ; and/or
- 12.1.6 any breach of section 15 and/or section 21 Immigration, Asylum and Nationality Act 2006 (as amended), in respect of any member of Staff engaged in the provision of the Services;

that arise or result from (a) the Supplier's negligent acts or omissions or a breach by the Supplier of this Contract, or (b) any act or omission of a Volunteer, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings arise or result from any act or omission by (i) the Authority; (ii) compliance by a Volunteer or a direct and specific instruction of any of the Authority Third Parties

- 12.2 Liability under Clauses 12.1.1 , 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2, 12.1.4, 12.1.5 and 12.1.6 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.
- 12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

- 12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
- 12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

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

13 Limitation of liability

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

- 13.1.1 for death or personal injury resulting from its negligence;
- 13.1.2 for fraud or fraudulent misrepresentation; or
- 13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.

13.2 Subject to Clauses 12.2, 13.1, 13.3 and **Error! Reference source not found.** of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services, less the total amount of any VAT.

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 the costs of extra management time; and/or

13.3.3 loss of income due to an inability to provide health care services, in each case to the extent to which such costs and/or expenses 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, and providing that there is no double recovery of costs under multiple headings. For the avoidance of doubt, the Authority shall not be entitled to recover losses under clause 13.3 to the extent that such losses arise as a result of the non-attendance of Volunteers where the Lead Provider gave less than 5 days' notice of the availability of a shift.

- 13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.
- 13.5 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.1 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.1 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of 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, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
- 15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than one (1) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4(ii) of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
- 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;
 - 15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or
 - 15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,
- shall be deemed, for the purposes of Clause 15.4(ii) of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.
- 15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:
- (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 Termination Notice to the Supplier if:
- 15.5.1 the Supplier does not commence delivery of the Services by any Long Stop Date;
 - 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;
 - 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 28.1 of this Schedule 2;
 - 15.5.5 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 23.8; 25.2; 25.4 and 29.2 of this Schedule 2; or
 - 15.5.6 the warranty given by the Supplier pursuant to Clause 10.4 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.4 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.4 of this Schedule 2 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;

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

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

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

- 15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
- 15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;
- 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.

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

16 Consequences of expiry or early termination of this Contract

- 16.1 Subject to Schedule 10 (Payment on Termination), 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 :

16.2.1 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

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

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

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

16.5 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.

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

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

17.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

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

- 17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.
- 17.4 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
 - 17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
 - 17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;
 - 17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;
 - 17.5.4 deploy any person other than the Supplier Personnel to perform the Services;
 - 17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
 - 17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
 - 17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.
- 17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.
- 17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
- 17.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.

- 17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services.
- 17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
- 17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
- 17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;
 - 17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
 - 17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.
- 17.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:

- 17.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
 - 17.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
 - 17.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
 - 17.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, accrued holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
 - 17.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
 - 17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.
- 17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.
- 17.16 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:
- 17.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;

- 17.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;
- 17.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
- 17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

- 18.1 To the extent relevant to the Services, the Supplier shall have in place and operate an appropriate complaints procedure. The Supplier shall provide all reasonable assistance to a Lead Provider or other Authority Third Party to deal with any investigation or complaint arising in connection with any Volunteer.
- 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.
- 18.3 If the Supplier receives notice of any complaint in relation to the conduct, behaviour or services of any Volunteer, the Supplier shall promptly notify the Lead Provider to whom the Volunteer is deployed, and shall give due consideration as to whether the relevant Volunteer shall be removed or prevented from acting as a Volunteer in relation to the Programme.

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. 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 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.

- 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.

20 Electronic services information

- 20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
- 20.2 The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.
- 20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
- 20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.
- 20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.
- 20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.
- 20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification, 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 Subject to clause 21.2, 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 as may be instigated by the Authority from time to time to respond to the Programme.

- 21.2 The Authority acknowledges that certain changes to the Specification may result in a significant increase in the costs which the Supplier will incur in delivering the Services. This includes, without limitation, where: (i) the Authority requires the Supplier to make changes to the Volunteer identification checks undertaken by the Supplier (including, but not limited, to requiring the Supplier to undertake DBS checks); (ii) the Authority requires the Supplier to make substantial changes to the Volunteer role or create a new volunteer role; (iii) the Authority requires the Supplier to make substantial changes to its data collection or data reporting requirements; or (iv) where the parties are required to enter into or make alternative arrangements as referred to in clause 7 of Schedule 5. Where the Authority wishes to make a change which falls within the scope of this clause 21.2, it shall notify the Supplier of the change and the reason for the change and the Parties shall in mutual good faith negotiate an appropriate variation to the Contract (including, if necessary, to the Contract Price). Neither party will unreasonably withhold or delay its agreement to a change. Such a change shall only be binding where agreed in writing by authorised representatives of each party.

22 Dispute resolution

- 22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall, acting in good faith, make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and will follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.
- 22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 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 levels until all level have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.
- 22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with

any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

22.6 Nothing in this Contract shall prevent:

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

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

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

23 Force majeure

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

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

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

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

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

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

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

23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

- 23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.
- 23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
- 23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.
- 23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.
- 23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

- 24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
- 24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.
- 24.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.
- 24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Supplier shall take all reasonable steps to enable the Authority to have sufficient right to audit and inspect such third party in accordance with the public audit and accountability functions of the Authority. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

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

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

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

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

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

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

25 Conflicts of interest and the prevention of fraud

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

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

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

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

26 Equality and human rights

26.1 The Supplier shall:

- 26.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
- 26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and
- 26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.
- 26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.

27 Notice

- 27.1 Subject to Clause 22.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.
- 27.2 A notice shall be treated as having been received:
 - 27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
 - 27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
 - 27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and Sub-contracting

- 28.1 Subject to the use of the GoodSAM System the Supplier shall not, except where Clause 28.2 of this Schedule 2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or

delayed. If the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself. The Authority acknowledges that the Supplier has an existing sub-contract with Ventrica for call-centre functionality which will be used to support the Services.

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

- 28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2;
- 28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;
- 28.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which the Authority shall make payment;
- 28.2.4 the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
- 28.2.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.

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

28.4 Subject to any sub-contracts of the Supplier which are already in place at the Commencement Date in respect of which the requirements set out in this clause 28.4 shall not apply, where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:

- 28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
- 28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;
- 28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the

- prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
- 28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;
 - 28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 after a reasonable time has passed;
 - 28.4.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.4 of this Schedule 2;
 - 28.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2; and
 - 28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 in any Sub-contract which it awards.
- 28.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 28.5.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
 - 28.5.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.
- 28.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of receipt of a valid invoice. 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 pay its relevant Sub-contractors within thirty (30) days of receipt of a valid invoice.
- 28.7 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.

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

29 **Prohibited Acts**

29.1 The Supplier warrants and represents that:

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

- (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
- (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

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

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

29.2.1 the Authority shall be entitled:

- (i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;
- (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

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

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

- (i) the interpretation of Clause 29 of this Schedule 2; or
- (ii) the amount or value of any gift, consideration or commission,

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

30 General

- 30.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.
- 30.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.
- 30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.
- 30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.
- 30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.
- 30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any

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

- 30.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
- 1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").
- 1.3 The Authority may disclose the Supplier's Confidential Information:
- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;

- 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

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

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 3 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 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 The Parties acknowledge that they are each acting as a Controller in respect of Personal Data Processed in connection with this Contract and that each Lead Provider and other NHS Third Party is also acting as a Controller to the extent that personal data is processed in connection with this Contract. 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).
- 2.3 Subject to clause 2.5, 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:
- 2.3.1 complete and publish an annual information governance assessment using the NHS information governance toolkit also known as the NHS Data Security & Protection Toolkit;
 - 2.3.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit also known as the NHS Data Security & Protection Toolkit;
 - 2.3.3 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;
 - 2.3.4 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;
 - 2.3.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 2.3.6 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);
 - 2.3.7 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;
 - 2.3.8 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;

- 2.3.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification; and
- 2.3.10 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.
- 2.4 For the avoidance of doubt, the parties agree that the provisions of clause 2.3 are not intended to apply to the Supplier's processing of personal data relating to Volunteers.
- 2.5 Subject to clause 2.4, 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, as if such Sub-contractor were the Supplier.
- 2.6 Subject to clause 13, the Supplier will be liable for any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.
- 3 Freedom of Information and Transparency
 - 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
 - 3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:
 - 3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;
 - 3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

- 3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
- 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
 - 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification, 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.

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

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Schedule 4

Definitions and Interpretations

1 Definitions

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

“Actual Services Commencement Date”	means the date the Supplier actually commences delivery of the Services;
“Actuary”	means a Fellow of the Institute and Faculty of Actuaries;
“Authority”	means the authority named on the form of Contract on the first page;
“Authority’s Actuary”	means the Government Actuaries Department;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Key Provisions;
Authority Third Party	A Lead Provider, the Workplace Bureau, a Primary Care practice of any other organisation, body, department or entity (other than the Supplier) which will assist the Authority in the delivery of the Programme; and “Authority Third Parties” shall be construed accordingly;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
“Broadly Comparable”	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;
“Business Continuity Event”	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including 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;
“Change Control Process”	means the change control process, if any, referred to in the Key Provisions;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Commencement Date”	means the date of this Contract;
“Commercial Schedule”	means the document set out at Schedule 6;
“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 procurement process which is:</p> <ul style="list-style-type: none"> (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority’s intranet;
“Contract”	means the form of contract at the front of this document and all schedules attached to the form of contract;
“Contracting Authority”	means any contracting authority as defined in regulation 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 Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
“Controller”	shall have the same meaning as set out in the 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);
“Data Protection Legislation”	means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national 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 Schedule 3 (Information and Data Provisions) of this Contract;
“Direction Letter”	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 or, where Clause 24 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 8. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 of Schedule 2;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Eligible Employees”	<p>means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of Schedule 7;</p>
“Employee Transfer Date”	means the Transferred Staff’s first day of employment with the Supplier (or its Sub-contractor);
“Employment Liabilities”	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“eProcurement Guidance”	<p>means the NHS eProcurement Strategy available via:</p> <p>http://www.gov.uk/government/collections/nhs-procurement</p> <p>together with any further Guidance issued by the Department of Health in connection with it;</p>
“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/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
“Fair Deal for Staff Pensions”	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Force Majeure Event”	<p>means any event beyond the reasonable control of the Party in question to include, without limitation:</p> <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; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier’s and/or Authority’s supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties; <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>

“Fraud”	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“General Anti-Abuse Rule”	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“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;
GoodSAM	GoodSAM Limited (a company incorporated in England and Wales with registered number 8742979) whose registered office is at 1 Curtain Road, London EC2A 3JX, being the entity with which NHS England has contracted to procure the GoodSAM System and related services .
GoodSAM System	the digital volunteering platform procured by the Authority and used by the Supplier ;
“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 the Key Provisions;
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Specification and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1;
“KPI”	means the key performance indicators as set out in Schedule 5;
“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 Provider”	Means an NHS provider and/or Trust that is responsible for leading and delivering the workforce requirements of a

	<p>particular geographical area for the relevant COVID-19 Vaccination Delivery Models.</p> <p>A List of all Lead Providers as at 23.11.2020 is contained at Schedule 5, Annex A</p>
“Long Stop Date”	means the date, if any, specified in the Key Provisions;
“Losses”	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
“Measures”	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
“NHS”	means the National Health Service;
“NHS Body”	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
“NHS Pensions”	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;
“NHS Pension Scheme”	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
“NHS Pension Scheme Arrears”	means any failure on the part of the Supplier or any Sub-contractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees;
"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
“Occasion of Tax Non-Compliance”	<p>means:</p> <p>(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:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the</p>

	<p>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;</p> <p>(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</p> <p>(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;</p>
“Party”	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
“Pension Benefits”	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme;
“Personal Data”	shall have the same meaning as set out in the GDPR;
“Policies”	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
“Premature Retirement Rights”	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
“Premises and Locations”	the vaccination centres listed in Annex B and Annex C of Schedule 5, as amended by the Authority from time to time;
“Process”	shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly;
“Processor”	shall have the same meaning as set out in the GDPR;
“Purchase Order”	means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2;

“Services”	means the services set out in this Contract to deliver the requirements of the Programme as set out in Schedule 5 ;
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 for inclusion in the Authority's services catalogue from time to time;
“Specification”	means the requirements of the Authority in respect of the Services, as detailed in Schedule 5 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 but excluding Volunteers;
“Step In Rights”	means the step in rights, if any, referred to in the Key Provisions;
“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
Sub-contractor	means a party to a Sub-contract other than the Supplier;
“Subsequent Transfer Date”	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
“Subsequent Transferring Employees”	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
“Successor”	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
“Supplier”	means the supplier named on the form of Contract on the first page;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may

	be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Personnel”	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
“Term”	has the meaning set out in the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2;
“Third Party Employees”	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
“Transfer Date”	means the Actual Services Commencement Date;
“Transfer Option”	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier’s (or its Sub-contractor’s) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);
“Transfer Option Deadline”	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
“Transferred Staff”	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
“Transferring Employees”	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;

"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.
"Volunteer(s)"	means a volunteer recruited by the Supplier to perform the role in supporting the Programme as set out in Schedule 5 ..

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.

- 1.13 Any guidance notes in grey text do not form part of this Contract.
- 1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

Schedule 5

Services Specification

For the avoidance of doubt, any references in this Schedule 5 to the right of the Authority to make changes or amendments other than incidental changes, shall be subject to the provisions of clause 21 of Schedule 2.

1 Overview of COVID-19 Vaccination Programme

- 1.1 The COVID-19 vaccination programme (the “**Programme**”) is responsible for the planning and delivery of the new COVID-19 vaccine.
- 1.2 The delivery of the Programme will be concurrent to the delivery (and catch up) of usual NHS activity in both Primary and Secondary care and as such, it is likely that the added demand placed on NHS services to deliver all these activities, will require a plan to increase workforce to enable them to be able to support vaccinations.
- 1.3 New and innovative approaches to vaccination delivery models are needed to safely reach and protect the population for the COVID-19 vaccination, whilst also protecting core NHS services.
- 1.4 The Delivery Models that have been adopted include:
 - 1.4.1 ‘Large Scale Vaccination Centres’ which is defined as a large-scale site that supports high-volume, high throughput in a fixed location for an extended period including but not limited to sports venues, conference venues, airports;
 - 1.4.2 ‘Local Vaccination Services’ Community and Primary Care-led service based on local and logistical considerations which includes but it not limited to:
 - (i) GP practices
 - (ii) local authority sourced buildings or other local facilities
 - (iii) roving teams; which are defined as vehicles that can deploy vaccinators, vaccine and supplies on an outreach basis;
 - 1.4.3 ‘Hospital Hubs’ which is defined as NHS providers vaccinating their staff onsite. (**Delivery Models**)

2 Overview of Requirement

- 2.1 The Supplier is currently delivering the NHSVR Programme on behalf of the Authority.
- 2.2 The Supplier has agreed to identify, recruit, train and initially onboard Volunteers to perform a specific marshalling role to support the Programme.
- 2.3 The Authority has identified a need for 53,711 marshalling volunteers to support the successful deployment of the Programme. The Supplier has confirmed that it has the capability of securing a substantial volunteer pool, who will be able to support existing staff and clinical volunteers. The Supplier has confirmed that it has the capability to

mobilise sufficient volunteer resources to meet the Authority's forecast requirements of 53,711 volunteers (as at the date of this Agreement)

2.4 The role of a Volunteer will be:

2.4.1 To support the safe movement of patients around the Premises and Locations;

2.4.2 To monitor patient numbers and ensure safe social distancing measures are followed at the Premises and Locations;

2.4.3 To identify patients who may need additional support and to refer them to an appropriate individual at the Premises and Locations.

2.5 Subject to clause 21 of Schedule 2, the Authority reserves the right to make non-substantial amendments to the roles and responsibilities outlined in Clause 2.4 of this Schedule 5 to ensure alignment with the Programme and shall provide appropriate notification to the Supplier of such changes

3 Programme Delivery Structure

3.1 The Supplier, in the delivery of the Services will be overseen by their Programme Board and Executive Leadership Team.

3.2 Day to day operations of the Supplier will be led by the Project Manager who will oversee the 7 Regional Volunteer Co-ordinators described below.

3.3 The Project Manager will:

3.3.1 have overall responsibility for the operational delivery of the Services including the volunteer recruitment and engagement;

3.3.2 manage the 7 Regional Volunteer Co-ordinators.

3.3.3 Engage with key stakeholders, including the NHS Third Parties, St John Ambulance and any other stakeholders involved in the Programme delivery.

3.4 The Supplier will provide 7 Regional Volunteer Co-Ordinators and assign a Regional Volunteer Co-Ordinator to each of the 7 NHS England Regions listed below:

3.4.1 East of England;

3.4.2 London;

3.4.3 Midlands;

3.4.4 North East and Yorkshire;

3.4.5 North West;

3.4.6 South East;

3.4.7 South West.

3.5 The Regional Volunteer Co-Ordinators for their specific NHS England Region as per Clause 3.4 of this Schedule will:

- 3.5.1 co-ordinate Volunteers in their relevant NHS England Regions and encourage use of the GoodSAM System to volunteer for shifts, and encourage fulfilment of all volunteer shifts for each Referral
- 3.5.2 be the key point of contact for:
 - (i) Regional Workforce Bureau;
 - (ii) Lead Providers
- 3.5.3 Leading the recruitment of Volunteers in that region and manage the recruitment process and implement a local volunteer recruitment plan;
- 3.5.4 Support with recruitment promotion in areas where Volunteer recruitment is low and additional promotional activity is required;
- 3.5.5 Analyse recruitment for their region and diversity requirements for the Premises and Locations with a view to enabling targeted promotional activity;
- 3.5.6 Collate feedback from Volunteers/Premises and Locations to develop improvements and quality assurance, volunteer voice. ;
- 3.5.7 Be the escalation point for Volunteers where the Problem Solving Team or Call Centre cannot resolve an issue;
- 3.5.8 Circulate best practice and learning (updates to guidance and documentation) to Volunteers; and
- 3.5.9 Provide training on the GoodSAM System to Lead Providers and/or Regional Workforce Bureau as follows:
 - (i) Training on GoodSAM System will be delivered virtually.
 - (ii) The training will take the form of interactive video demonstrations on how to use the Referral aspects and dashboard aspects of the GoodSAM System.
 - (iii) 1:1 remote support for those struggling to use the aspects of the GoodSAM System referred to above to help them engage and gain confidence on the GoodSAM System including but not limited to Lead Providers

3.6 The delivery of the Programme will be overseen by the Authority's Executive Leadership Team and the Vaccine Operating Centre Management Team. .

3.7 The National Vaccine Operation Centre (NVOC) has been established specifically for the purposes of delivering the Programme. The role of the NVOC is to:

- 3.7.1 Monitoring and driving action to support maximum utilisation of vaccine inventory in the most effective way in consideration of the most vulnerable and at-risk groups;
- 3.7.2 Monitoring and regulation of estates, security, equipment, consumables & logistics inventory (EECL);
- 3.7.3 Contingency planning and management of contingency activities if implemented;
- 3.7.4 Vaccine data collection, management, reporting and escalation;

- 3.7.5 The National Vaccination Operations Centre (NVOC) will provide:
- (i) National surveillance and management of the COVID-19 vaccine supply chain;
 - (ii) National monitoring of 'early warning' triggers, anticipatory action in real time to avoid failure, and timely dissemination of the learning to NHS Regions;
 - (iii) Oversight of national-level incidents including incident recovery, post-incident root-cause analysis and rapid dissemination of the learning;
 - (iv) A national point of contact for all COVID-19 Vaccination queries escalated from regions (non-public);
 - (v) A single integrated source of intelligence owned by all cross-government stakeholders;
 - (vi) A single route for ensuring appropriate allocation of the vaccine in line with forecast demand;
 - (vii) A national level and central reporting framework capable of developing SITREPs, bulletins and briefings to create situational awareness;
 - (viii) Leadership of the daily battle rhythm including daily touchpoints with RVOCs and twice daily situational reports to inform the Top of the Office (TOTO) briefing incorporating the combined intelligence into one national report;
 - (ix) Data monitoring, including reports of new COVID-19 cases in people who have been vaccinated;
 - (x) A mechanism for maintaining continuous improvement and informing strategic decision-making for future Flu and COVID-19 Vaccination service;
- 3.8 A Regional Workforce Bureau and/or Lead Provider will be established and/or nominated for each of the 7 NHS England Regions listed above. The role of the Workforce Bureau is to:
- 3.8.1 Be responsible for the integrated Regional Workforce planning including but not limited to identifying local workforce demand;
 - 3.8.2 Liaise with external suppliers to fulfil the local workforce requirements, (including the recruitment, registration and deployment of Volunteers by the Supplier) and help fulfil any roles that have not yet been fulfilled;
 - 3.8.3 Provide oversight of all workforce deployment and redeployment;
 - 3.8.4 Report to the NVOC on workforce performance and demand;
 - 3.8.5 Be the interface of the Lead Providers to the NVOC.
- 3.9 Lead Providers will be identified across each of the 7 NHS England Regions and will be commissioned by the Authority to coordinate and deliver the Covid-19 vaccination programme. As at the date of this Contract the Lead Providers are as identified in Annex A of this Schedule. The role of a Lead Provider is to:

- 3.9.1 Provide the local resource demand for the System ('System' means all the delivery models associated with the delivery of the Programme within an identified geographical location);
 - 3.9.2 Ensure delivery at the Premises and Locations of all face to face training, site inductions and other onboarding requirements for Volunteers;
 - 3.9.3 Ensure each Volunteer is signed-off against a competence framework for those undertaking clinical facing role;
 - 3.9.4 Provide Commercial Management Support in relation to invoicing and Service Level Reporting for Lead Provider(s);
 - 3.9.5 Report on any programme risks and any incidents to the Workforce Bureau;
 - 3.9.6 Be responsible for the rostering of their existing Workforce and the rostering of the Volunteers provided by the Supplier (by submitting Referrals, as such term is defined in this Schedule 5)
- 3.10 Working in conjunction with the Lead Providers and the Workforce Bureau, the Supplier will support with workforce planning activities by matching the level of its promotional activity relating to the recruitment of Volunteers to the pipeline of required volunteer activity in each Region.
- 3.11 The Supplier acknowledges that whilst the primary volunteering roles will assist secondary care, where there is a local requirement in a Region, the Volunteers will also support primary care Deployment Models.

4 Mobilisation Requirements

- 4.1 In order to support the recruitment and deployment of at least 53,711 Volunteers , the Supplier will deliver the following mobilisation activities:
- 4.1.1 Conduct a recruitment and advertising campaign as set out in Paragraph 5 below;
 - 4.1.2 Update GoodSAM to accommodate the Volunteer roles and provide appropriate reporting and management information to the Authority;
 - 4.1.3 recruit or engage the Volunteer Manager and 7 volunteer co-ordinator roles;
 - 4.1.4 prepare and deliver relevant training materials as set out in this Schedule 5;
 - 4.1.5 Purchase of suitable uniform for the Volunteers including but not limited to the provision of:

- (i) Hi-vis Jackets
- (ii) Biodegradable Poncho

together the "Uniform".

- 4.1.6 Provide an appropriate expenses system to capture and evidence travel and subsistence claims for at least 53,711 volunteers;
- 4.1.7 Maintain an appropriate support service for Volunteers; and
- 4.1.8 Such other items reasonably necessary to mobilise and deliver the Services.

5 Volunteer Recruitment & Advertising Requirements

5.1 The Supplier will deliver:

- 5.1.1 a national advertising campaign to attract and recruit potential Volunteers; and
- 5.1.2 local advertising campaigns to focus recruitment to the Premises and Locations.

5.2 The Supplier will use its existing expertise and methodologies to generate interest and opportunities to call for people to step forward to secure the minimum number of volunteers (53,711) identified to support the Programme.

5.3 The Supplier will be responsible for delivering the following advertising activities to seek to attract sufficient numbers of Volunteers:

- 5.3.1 national TV & Radio and local TV & Radio press coverage;
- 5.3.2 approach 'local' corporates, universities, partners requesting employee volunteering;
- 5.3.3 develop and deliver web 'Pop Ups';
- 5.3.4 use of Do-it and other platforms; and
- 5.3.5 use of Social media paid for advertising.

5.4 Prior to publication of any public facing communications and/or advertising, the Supplier will seek approval from the Authority Programme Communications team. This approval is not to be unreasonably withheld or delayed.

5.5 The Authority has approved a budget for such advertising activities, which will be paid on the basis of actual costs incurred by the Supplier and shall not be exceeded without prior written authorisation.

6 NHSVR- Non-Clinical Support (COVID-19) Volunteer Onboarding

6.1 For the avoidance of doubt, the Supplier will conduct the same identity checks in relation to NHSVR Non-Clinical Support (COVID-19) volunteers as those conducted in relation to other NHSVR volunteers.

- 6.2 The online guidance used to support the recruitment of Volunteers will advise members of the public who apply to become NHSVR Non-Clinical Support (COVID-19) volunteers to consider their own health condition when choosing whether to apply for a particular role/s noting that if they are clinically vulnerable to coronavirus (COVID-19) they may prefer a non-contact role. It will also ask applicants to confirm whether or not they have any un-spent convictions
- 6.3 The Supplier is required to provide the following data of each volunteer in advance of them attending to site as a NHSVR Non-Clinical Support (COVID-19) volunteers to the relevant Lead Provider.
 - 6.3.1 Volunteer's full name;
 - 6.3.2 Volunteer unique Task Number;
- 6.4 Data provided to the Lead Provider pursuant to clause 6.3 above will be treated confidentially and only for the purpose of verifying the identity of Volunteers at the Premises and Locations.
- 6.5 The Supplier will notify all Volunteers that at least one form of photographic identification and proof of the relevant Volunteer Task Number must be provided on deployment to site in order to verify identity on arrival. The Supplier acknowledges that should a Volunteer not provide such photographic identification on arrival to site, they may be rejected and not permitted to perform their shift.

Should any issue arise in relation to the volunteers, the Authority will notify the Supplier immediately. The Supplier will immediately remove the volunteer from future shifts via the GoodSAM System.
- 6.6 The Supplier will provide the following guidance and training to all members of the public who apply to become NHSVR Non-Clinical Support (COVID-19) volunteers as part of the onboarding process:
 - 6.6.1 An online 'Getting you started' pack which provides all the necessary information for a volunteer to understand their role as a NHSVR Non-Clinical Support (COVID-19) volunteer and the requirements applicable to that role (provided always that the Authority and Lead Providers will be responsible for the provision of detailed information and guidance relating to the role NHSVR Non-Clinical Support (COVID-19) volunteers will undertake at the Premises and Locations). The 'Getting you started' pack will include information on safeguarding, Health & Safety, COVID19 safety information, role specific information and a 'Do's and Don'ts' document. The Supplier confirms that all Volunteers will be asked to agree to the Supplier's volunteering terms and conditions and that by doing so Volunteers will agree to follow the guidance in the 'Getting you started' pack.
 - 6.6.2 Online training in vaccination protest/demonstrations to equip them to deal with this situation if presented. The Supplier is working with St John Ambulance to develop this training
 - 6.6.3 Recommended supplementary training (as offered to all NHSVRs by the Supplier), including mental health first aid (such training to be provided in the format and manner determined by the Supplier).

- 6.7 The Supplier will record details of the number of Volunteers who have completed the necessary training
- 6.8 The Supplier will monitor the number of Volunteers recruited in each Local Authority area in England and will target its advertising campaigns in areas where additional Volunteers are required to support the Programme.

7 Volunteer Deployment & Ongoing Support

- 7.1 The Supplier has received assurances from GoodSAM that the GoodSAM System is capable of managing the 53,711 Volunteers needed by the Authority and which the Supplier has agreed to recruit, engage and manage in connection with the Programme. The Authority acknowledges that the Supplier's ability to provide the Services more generally is dependent upon the Authority continuing to procure from GoodSAM:

- 7.1.1 the necessary rights for the Supplier to use the GoodSAM System; and

- 7.1.2 the provision of related services (as more particularly described in the NHSVR Agreement)

- 7.2 The Supplier acknowledges that it is responsible for complying with all licensing terms and restrictions on the use of the GoodSAM System.

- 7.3 The Parties acknowledge that the costs of the GoodSAM Service is addressed through alternative contracting arrangements.

- 7.4 In the event that the Authority is unable to procure the continued provision of the GoodSAM System, the parties shall jointly identify an alternative solution to manage volunteers to support the programme (and should the alternative solution materially change the scope of the service provided by the Supplier, any changes that are required in relation to the Contract will be managed in accordance with the Change Management process as contained in Schedule 2, Clause 21);

8 Submission of Referrals by Lead Providers

- 8.1 Lead Providers notify the Supplier of their requirements for Volunteer support by completing and submitting to the Supplier the online referral form made available by the Supplier to Lead Providers for this purpose. For the purpose of this Schedule 5 a '**Referral**' shall mean a request for Volunteer support made by a Leader Provider in this way.

- 8.2 The Authority recognises that Volunteers may require notice to encourage support and engagement on the Programme. The Authority will therefore encourage Lead Providers to give at least 10 days' notice of Referrals (albeit that the Supplier acknowledges that Referrals may be made at short notice).

- 8.3 The Supplier confirms that:

- 8.3.1 The online referral form will enable Lead Providers to specify the dates on which Volunteer support is required at the Premises and Locations;

- 8.3.2 A Referral can be made for multiple Volunteers at once to meet requirements at a Large Scale Vaccination Centre;

- 8.3.3 A Referral relating to support at a Large Scale Vaccination Centre will include a free text box to allow inclusion of any additional information the Volunteer(s) need to know prior to accepting the task and details of where the volunteers should report to or who the Volunteer should ask for upon arrival at a Large Scale Vaccination Centre. The Lead Provider must not include confidential/sensitive information in the free text box;
- 8.3.4 Referrals can be managed and cancelled through a referral dashboard which all Lead Providers will have access to;
- 8.3.5 Once a Referral has been submitted an alert will be issued to Volunteers via the GoodSAM App with relevant details relating to the Lead Provider requirement.
- 8.3.6 The alert will be received by all signed-up and switched 'on-duty' Volunteers within a Geographical radius pre-set by the Supplier.
- 8.3.7 If a Volunteer is able to fulfil a request for support they will be able to accept the request via the GoodSAM App;
- 8.3.8 A Referral will continue to be publicised via the GoodSAM App until the required number of Volunteers have accepted the request for support;
- 8.3.9 Once the required number of volunteers have accepted a request for support via the GoodSAM App, the task will show as 'complete' on the referral dashboard;
- 8.3.10 The Supplier will ensure that, in addition to communicating with Volunteers via the GoodSAM System, it communicates with Volunteers in such other ways as may appropriate to encourage Volunteer engagement under the Programme. Such methods may include but not be limited to emails, social media and texts;
- 8.3.11 The Lead Provider will be able to monitor the fulfilment of Referrals to ensure that a sufficient number of NHSVR-Non-Clinical Support (COVID-19) volunteers are in place ahead of the scheduled time of the task.
- 8.4 Should the Lead Provider encounter any issues or concerns relating to Volunteers which cannot be solved through the existing Problem-Solving process run by the Supplier, the issue can be escalated by a Lead Provider to the Regional Volunteer Co-ordinator for resolution. However the Authority will notify Lead Providers that this process is not for issues which do not fall within the scope of the Services
- 8.5 The Supplier will utilise its NHSVR Call Centre Support Line to provide ongoing support to all Volunteers. Line will be to provide guidance to Volunteers and deal with queries raised by Volunteers or members of the public who are interested in becoming Volunteers.
- 8.6 The Authority acknowledges that the Supplier has outsourced the requirements of the Call Centre Support Line to a sub-contractor. The Supplier will ensure the relevant sub-contractor consistently delivers on the call centre services required for the delivery of the Services
- 8.7 The Supplier will ensure that the Call Advisors that are responsible for the Call Centre Support Line are fully trained by experienced Staff via small group interactive video

calls to ensure that the Call Centre Support Line team is suitably prepared to deliver the required guidance and support to the Volunteers and/or prospective volunteers.

- 8.8 The Supplier will provide scripts to be used by the Call Advisors and a weekly updated set of FAQs, which will be approved by the Authority prior to use.
- 8.9 The Supplier confirms that it has a Safeguarding and Problem-Solving Team.
- 8.10 The Supplier confirms that its Safeguarding and Problem-Solving Team will have received appropriate training to ensure the Team is able to help resolve the issues that may be raised by Volunteers.
- 8.11 The role of the Safeguarding and Problem-Solving Team is:
 - 8.11.1 To support any safeguarding issues which arise in relation to Volunteers; and
 - 8.11.2 To support Volunteers with resolving any issues that arise in the delivery by them of the Volunteer role.
- 8.12 The Supplier confirms that where issues cannot be resolved by the Safeguarding and Problem-Solving Team this will be escalated to the Volunteer Manager accordingly.
- 8.13 The Supplier will be responsible for reimbursing Travel Costs incurred by Volunteers. The Supplier will limit the Travel Costs Volunteers are able to recover by ensuring that alerts are only sent to Volunteers within the geographical location pre-set by the Supplier. All Travel Costs will be managed via the travel expense system which the Supplier operates in relation to the NHSVR Programme.

9 Volunteer Performance

- 9.1 The Supplier is responsible for ensuring that Volunteers understand their responsibility to comply and follow all policies and procedures of the Lead Provider or Authority Third Party to whom they are deployed.
- 9.2 The Lead Provider is responsible for ensuring appropriate information is provided to Volunteers as part of their onboarding process, and will have responsibility to oversee operations involving the Volunteers.
- 9.3 Where a Volunteer performance issue is identified, the Lead Provider, the Workforce Bureau and/or a Primary Care practice will notify the Supplier via the Regional Volunteer Co-Ordinator. The Supplier acknowledges that the Authority and/ or relevant Authority Third Party reserves the right to remove the Volunteer from the relevant Premises and Locations and notify the relevant Volunteer that they may no longer participate in the Programme.
- 9.4 Where a Lead Provider, the Workforce Bureau and/or a Primary Care practice does so, the Authority will procure that the relevant entity promptly provides notification in writing to the Supplier via the Regional Volunteer Co-ordinator to enable the Supplier to ensure that the Volunteer is no longer sent alerts in relation to the Programme. The Supplier will promptly, following receipt of a written notice of a volunteer's poor performance, switch off the relevant alerts relating to the Programme to ensure that the same volunteer is not deployed on the Programme at any time following the poor performance event.

9.5 Where a Volunteer has been withdrawn due to performance issues, the Supplier will ensure there is no diminution in the level of Volunteers available.

9.6 Where a performance issue has been identified, the Supplier will cooperate and support any investigation conducted by the relevant Authority Third Party.

10 Health and Safety

10.1 The Parties acknowledge that responsibility for ensuring the health and safety of Volunteers rests with the relevant Authority Third Party. The Supplier will ensure that all Volunteers understand that they are responsible for complying with all instructions, policies and procedures of the Authority Third Party at all times.

10.2 The Authority shall procure that a local induction is offered for all Volunteers as part of the local onboarding for each Premises and Location, and the relevant NHS Third Party shall be responsible for

- (i) Check the identity of the Volunteer on arrival by way of a photographic identification, including but not limited to Drivers Licence and/or Passport;
- (ii) Conduct on the day orientation and briefing prior to commencement of each shift delivered by a Volunteer;
- (iii) Provide information in connection with any risks to health and safety involved in the assignment and the policy for mitigating such risks;
- (iv) Provide Volunteers with all necessary personal protective equipment to undertake the tasks required by Authority Third Party ;
- (v) Undertake appropriate risk assessments where the a Volunteer is known to be at potential individual risk, including, without limitation, by being pregnant; and
- (vi) Inform the Supplier of all outbreaks of infection to enable the Supplier to provide appropriate information to Volunteers.

11 Programme Governance & Management Information

11.1 The Supplier will provide the Authority with Daily Progress Reports including but not limited to the following prospective information:

11.1.1 Number of Volunteers recruited for the Programme, by NHS Region (which by virtue of the on-boarding process will be trained volunteers);

11.1.2 Number of shifts to be fulfilled the next day on the GoodSAM System by day, by Region;

11.1.3 Request rate by region via GoodSAM (%) (calculated by dividing the number of number of Referrals made per Region by the total number of Referrals;

- 11.2 The Supplier will provide the Authority with daily reports including but not limited to the following retrospective information:
 - 11.2.1 Number of shifts fulfilled on previous day on the GoodSAM System by day, by Region;
 - 11.2.2 Total number of people accepted as a Volunteer on previous day by the Supplier;
 - 11.2.3 Utilisation of Volunteers by region on previous day (i.e. number of Volunteers recruited as a percentage of those deployed);
 - 11.2.4 % shifts cancelled less than 48 hours before the planned shift start, by region;
 - 11.2.5 Number of Volunteer absences (the number of accepted shifts, where the Volunteer did not arrive at the Premises and Locations);
- 11.3 The daily report format will be confirmed with the Programme team ahead of the Service Commencement Date.
- 11.4 For the Management Information that is required on a daily basis in accordance with Clause 11 and 11.2, the Supplier will provide a weekly reconciliation to ensure any errors in data collection can be rectified.
- 11.5 Where the Supplier identifies an error with the data provided in Clause 11.1 and Clause 11.2, the Supplier must immediately notify the Authority of that error and confirm at the earliest possible time, the rectified data.
- 11.6 The Supplier will also record information on its Volunteers including but not limited to the following areas:
 - 11.6.1 Volunteer Age Group;
 - 11.6.2 Volunteer Ethnicity;
- 11.7 The Supplier will issue the anonymised information required as per Clause 10.8 weekly on every Friday from the Service Commencement Date.
- 11.8 Due to the nature of the COVID-19 Vaccine Programme specific requests for information will be required on an ad-hoc basis to provide key stakeholders the

necessary assurances. Where such a request is made, the Supplier will provide all relevant information to the Contracting Authority to support the request.

12 Specification Updates

12.1 Subject to clause 21 of Schedule 2, the Authority reserves the right to make amendments to this Schedule 5 Specification, including the addition of further requirements and deliverables to ensure alignment with the overall Flu and COVID-19 vaccine programme plan.

12.2 Any amendments made in accordance with Clause 12.1 will be communicated in writing to the Supplier.

13 Location of Services

13.1.1 The Supplier will provide the Services from its premises and remotely

13.2 The Volunteers will be required to volunteer at the Premises and Locations. The Authority reserves the right to update and amend the location of the Premises and Locations at any time throughout the Contract Term. All Premises and Locations will be included in the relevant Referral in accordance with Clause 7.8

14 Premises

14.1 The Authority will procure that Lead Providers make available to Volunteers at the Premises and Locations:

14.1.1 access to washroom and lavatory facilities equivalent to that which the Lead Providers' and Primary Care practices' provide to their own administrative workers at any of the Premises and Locations;

14.1.2 secure storage facilities to enable Volunteers to safely store their belongings whilst carrying out their volunteering role;

14.1.3 any electronic passes, security codes or building security codes required in order to enable Volunteers to access and use the above facilities.

14.2 The Supplier acknowledges that all Volunteers occupy premises as a mere licensee of the Accommodation and that its right to occupy is coterminous with this Contract.

15 COVID-19 Deployment

15.1 As part of its onboarding process the Supplier confirms that the attention of Volunteers is drawn to guidance which they may use to self-assess the risks to them of volunteering in connection with the Programme. In addition, the Supplier confirms that Volunteers are advised not to volunteer where they are displaying Covid-19 symptoms and are referred to Public Health England regarding the need to self-isolate following a positive test or at the direction of NHS Test and Trace, or are otherwise unwell.

16 Personal Protective Equipment (PPE), Volunteer Uniform and Expenses

16.1 The Supplier will provide its Volunteers with the required Uniform for deployment onto any of the Site Locations.

- 16.2 The Supplier will ensure that its Volunteers are provided with a sufficient supply of the Uniform in order to prevent any contamination where that may occur.
- 16.3 The Authority will procure that the NHS Third Party will supply appropriate Personal Protective Equipment (PPE) in order to deliver their roles and responsibilities in a safe and effective manner.
- 16.4 The Supplier will have an established expenses policy and procedure in place to enable Volunteers to claim reimbursement of the expenses identified in Schedule 6 and Supplier shall keep appropriate records of expense payments made by it to Volunteers.

17 Scope of the Services

- 17.1 Subject to Clause 17.2 of this Schedule 5, the Authority acknowledges and agrees that the following will not fall within the scope of the Services and will not be the responsibility of the Supplier or covered by the Supplier's insurance cover: :
 - 17.1.1 the management and supervision of Volunteers at the Premises and Locations and while undertaking their volunteering roles;
 - 17.1.2 the health, safety and security of Volunteers at the Premises and Locations and while undertaking their volunteering roles; and
 - 17.1.3 the compliance by Volunteers with any standards, guidelines, restrictions or other requirements of the Authority or Third Parties, providing that the Supplier is responsible for ensuring that all Volunteers understand their responsibility to comply with instructions and guidance issued by a NHS Third Party, and is responsible for procuring insurance to cover the activities of the Volunteers.
- 17.2 For the avoidance of doubt, the Supplier will be responsible for the following:
 - 17.2.1 ensuring that Volunteers receive the training and guidance described in Clause 6 of this Schedule 5;
 - 17.2.2 the general management of Volunteers in accordance with the specific obligations imposed on the Supplier in this Schedule 5 ;
 - 17.2.3 providing the services relating to Referrals
 - 17.2.4 encouraging the engagement of Volunteers with the Programme to fulfil the volunteer opportunities available, and identifying any underlying reasons why volunteers are not fully engaged in the Programme.

18 Supplier Performance & KPI's

- 18.1 The Supplier will be evaluated monthly on its performance against the following KPI's:
 - 18.1.1 Provision of Volunteers according to workforce demand refer to Annexe D for baseline demand projections;
 - 18.1.2 Recruitment of Volunteers against 53,711 Volunteers required;
 - 18.1.3 Volunteer utilisation;

18.2 The following thresholds will be applied to the KPIs in Clause 18.1:

KPI ID.	KPI	KPI Performance Measure	KPI % Threshold per Region
RVS01	Provision of Volunteers according to workforce demand	% of total Volunteer shifts completed versus number of shifts requested. (To be based on Lead Provider and/or Workforce Bureau demands in GoodSam System per Region)	90%
RVS02	Recruitment of Volunteers against 53,711 Volunteers required	% of Volunteers recruited against target of 53,711 required	100%
RVS03	Volunteer utilisation	% of Volunteers offered shift	85%

18.3 Subject always to clause 18.4 and 18.5.2 below, the Supplier shall at all times provide the Services and Volunteers required to meet or exceed the KPI % Performance Measure for each KPI in Clause 18.2.

18.4 The parties acknowledge that there may be mitigating factors, including but not limited to the following mitigating factors which shall be taken into account by the Authority when assessing the Supplier's performance against the KPIs and, for the avoidance of doubt, the Supplier will not be deemed to have failed to achieve any KPI % Threshold or KPI Performance Measure where the cause of such failure is any of the mitigating factors listed below:

- 18.4.1 Where Lead Providers place Referrals at less than 5 days' notice (on the understanding that this may not allow the Supplier sufficient time to secure Volunteers);
- 18.4.2 Where Lead Providers cancel published Referrals on less than 24 hours' notice;
- 18.4.3 Where Lead Providers fail to submit the volume of available shifts to reflect forecast modelling made available by the Authority which has a direct impact on the ability of the Volunteers in a region to deliver an average of 2 shifts per month as anticipated and where the Supplier has provided evidence to the Authority of the substantial reduction in available shifts and engagement with the Lead Provider to understand the reasons for the adjustment against the forecast requirements;
- 18.4.4 Where Lead Providers submit substantially higher volume of available shifts against the latest forecast modelling which was made available to the Supplier, and which materially exceeds the minimum expected volunteer requirement in that region, providing that the Supplier evidences that it has promptly raised the additional demand and can show the steps that it is taking to increase uptake among Deployable Volunteers and increase volume of volunteers in that region;

- 18.4.5 Where Volunteers are reporting poor experience due to the Lead Provider or vaccination centre provider which directly leads to a reduction in volunteering, providing that the Supplier is promptly and proactively reporting volunteer concerns and experiences to the relevant Lead Provider and Authority and is able to evidence the causal effect;
- 18.4.6 Where Lead Providers overbook and as a consequence Volunteers turning up for a shift are turned away, meaning that they will not be considered to have fulfilled the relevant shift and may decide to cease volunteering.
- 18.5 The Supplier will provide detailed evidence of the relevant extenuating circumstance as listed in Clause 18.4 as part of their Monthly Performance Monitoring Report. This will include the relevant dates of when such circumstances occurred, the Lead Provider to which the circumstance applies and any further detail required.
- 18.6 The Supplier acknowledges that any KPI % Threshold Failure shall entitle the Authority to the rights set out in this Clause.
 - 18.6.1 Subject to clause 18.6.2, if the KPI % Performance Measure of the Supplier is likely to or fails to meet any KPI % Percentage Threshold, the Supplier shall immediately notify the Authority in writing, and the Authority, in its absolute discretion and without limiting any other of its rights, may:
 - (A) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent the relevant failure from taking place or recurring;
 - (B) instruct the Supplier to develop a Rectification Plan Process;
 - (C) be entitled to withhold and retain as compensation a sum equal to 5% of the overall deployment charges for that Monthly period, excluding any charges relating to volunteer subsistence and expenses, which would have been due to the Supplier in respect of the Month.

The operation of this Clause 18.6 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for material Default.

- 18.6.2 The rights of the Authority under Clause 18.6 and 18.6.1 are subject to the following:
 - (i) The Authority shall co-operate with the Supplier in relation to any remedial action the Supplier is required to take pursuant to clause 18.6.1(B) and where the failure or likely failure by the Supplier to meet the relevant KPI % Percentage Threshold results from any of the mitigating factors listed in Clause 18.4, any additional costs incurred by the Supplier in taking the relevant remedial action shall be added to the deployment charges payable to the Supplier by the Authority in the proceeding month;
 - (ii) The right of the Authority under clause 18.6.1(C) shall:

- (A) only apply where:
 - 1) the Supplier has failed to achieve the aggregate KPI % Threshold in relation to any KPI Performance Measure (such aggregate KPI % Threshold to be calculated in accordance with clause 18.7.3(ii));
 - 2) the Supplier has actually failed to achieve the aggregate KPI % Threshold and not where the Supplier is simply likely to fail to achieve a KPI % Threshold; and
- (B) be limited to the right to claim/withhold a single amount of 5% of the deployment charges in any Month, irrespective of the number of KPI % Performance Measures which have not been met);
- (iii) The Authority will only have the right to terminate this Agreement as a result of any failure by the Supplier to meet a KPI % Threshold where the Authority can demonstrate that such failure constitutes a material breach of this Agreement pursuant to clause 15.4 of Schedule 2.

18.7 The Supplier shall send Monthly Performance Monitoring Reports to the Authority detailing the level of KPI performance which was achieved in accordance with the provisions of this Clause:

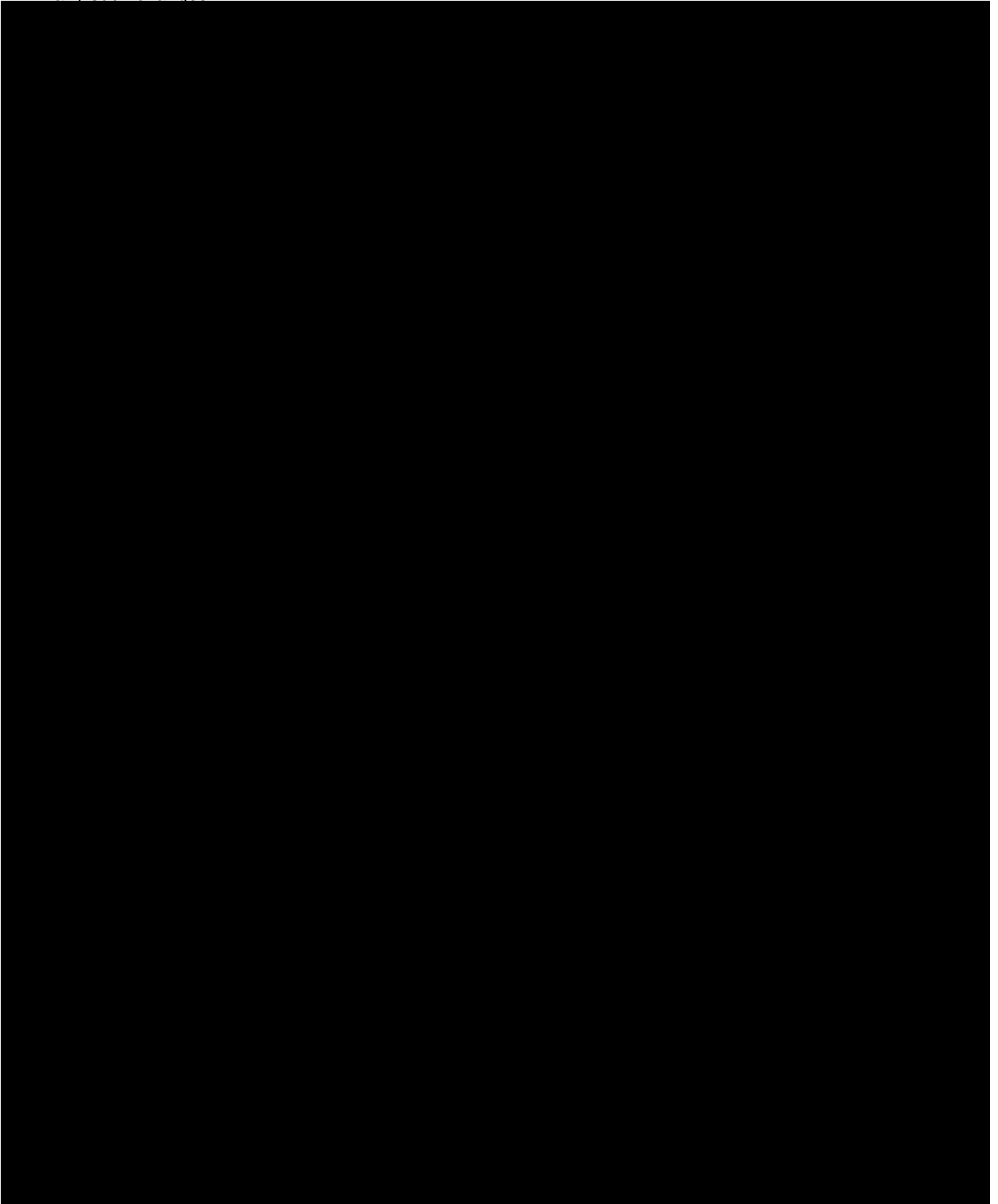
- 18.7.1 Prior to the Service Commencement Date of the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 18.7.2 The Supplier shall provide the Authority with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Clause 18.7.1 of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Monthly Period just ended:
 - (i) for each KPI, the actual performance achieved over the KPI for the relevant Monthly Period;
 - (ii) a summary of all failures to achieve KPIs that occurred during that Monthly Period;
 - (iii) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - (iv) such other details as the Authority may reasonably require from time to time.
- 18.7.3 The Authority when calculating whether the Supplier has met the KPI % Threshold will follow the process outlined below:
 - (i) Following receipt of the Performance Monitoring Report which will include Regional breakdowns for each of the KPIs in Clause 18.2 the Authority will calculate the performance against the KPI Threshold for each Region;
 - (ii) For each KPI, the KPI Performance Measure% for all Regions will be calculated and an average score will be calculated for all

Regions. For example London (87%), East of England (100%), Midlands (90%), North East, Yorkshire (95%), North West (89%), South East (92%) and South West (97%) = National Average of 92%

- (iii) Where it is identified there is consistent low KPI Performance Measure per Region, the Supplier will be required to develop a Performance Improvement Plan and Rectification Plan to rectify the issues.

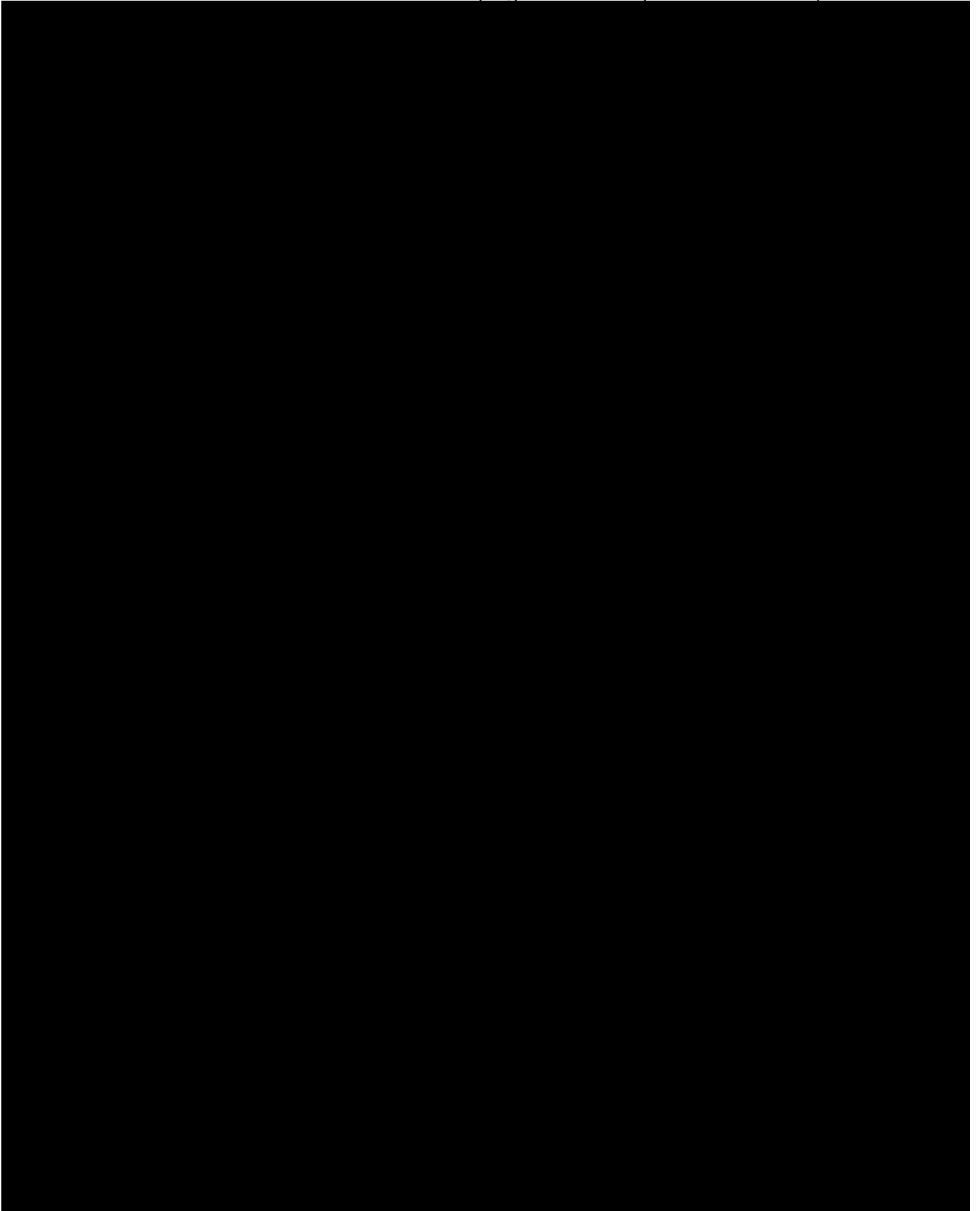
Annex A- Lead Providers

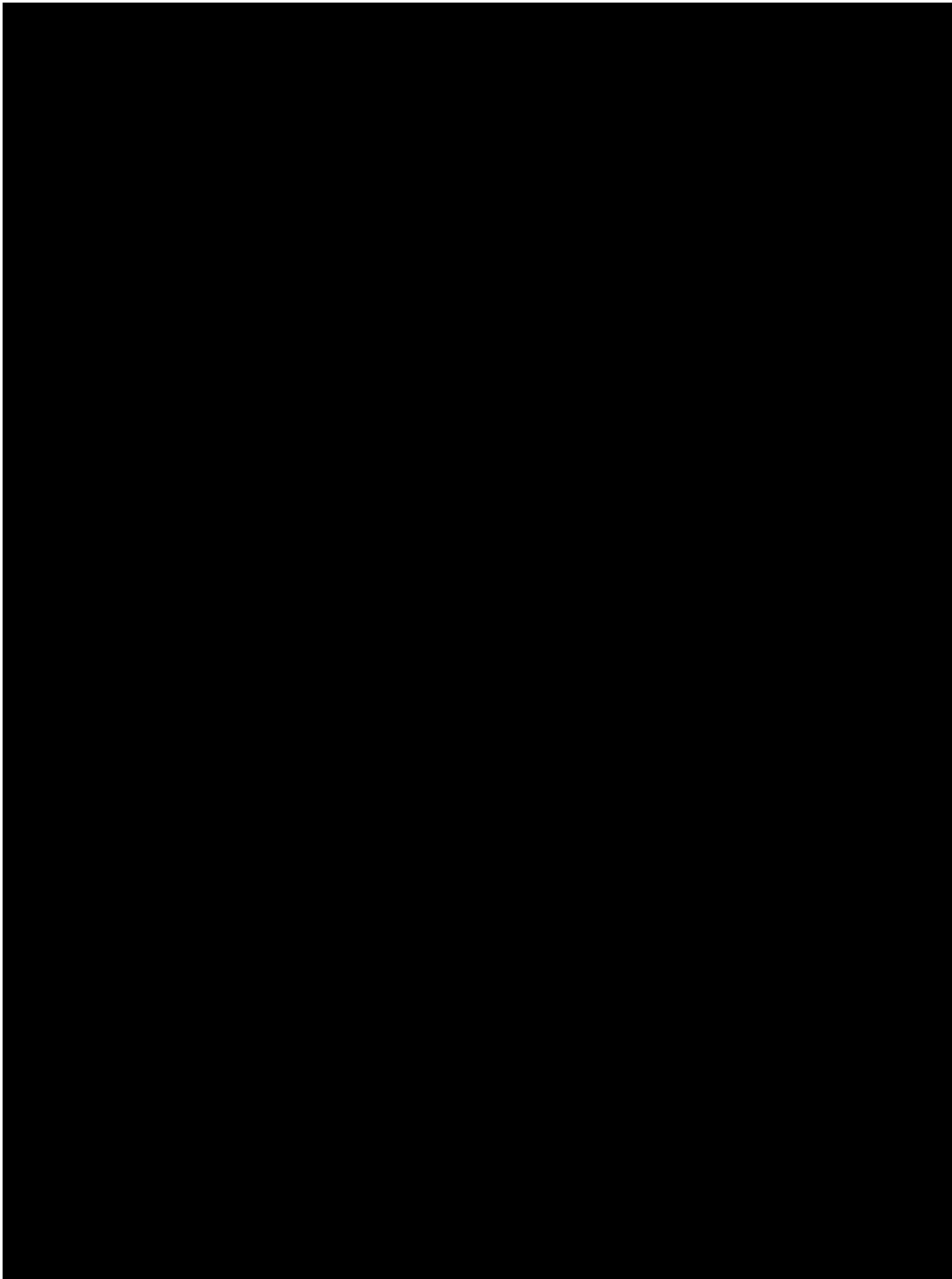
Please note that the list provided below is subject to change. The Supplier will be regularly notified of any such changes.

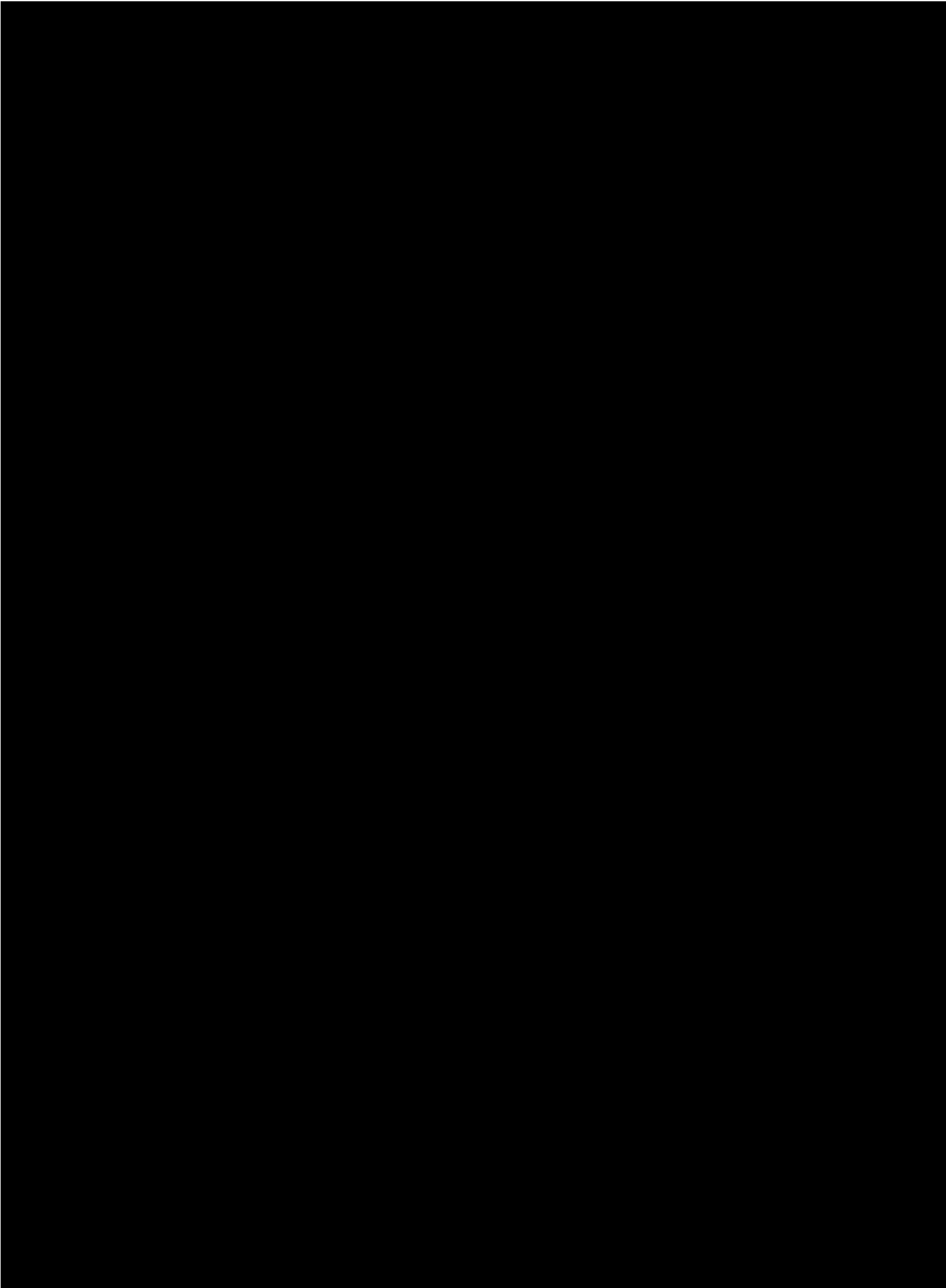


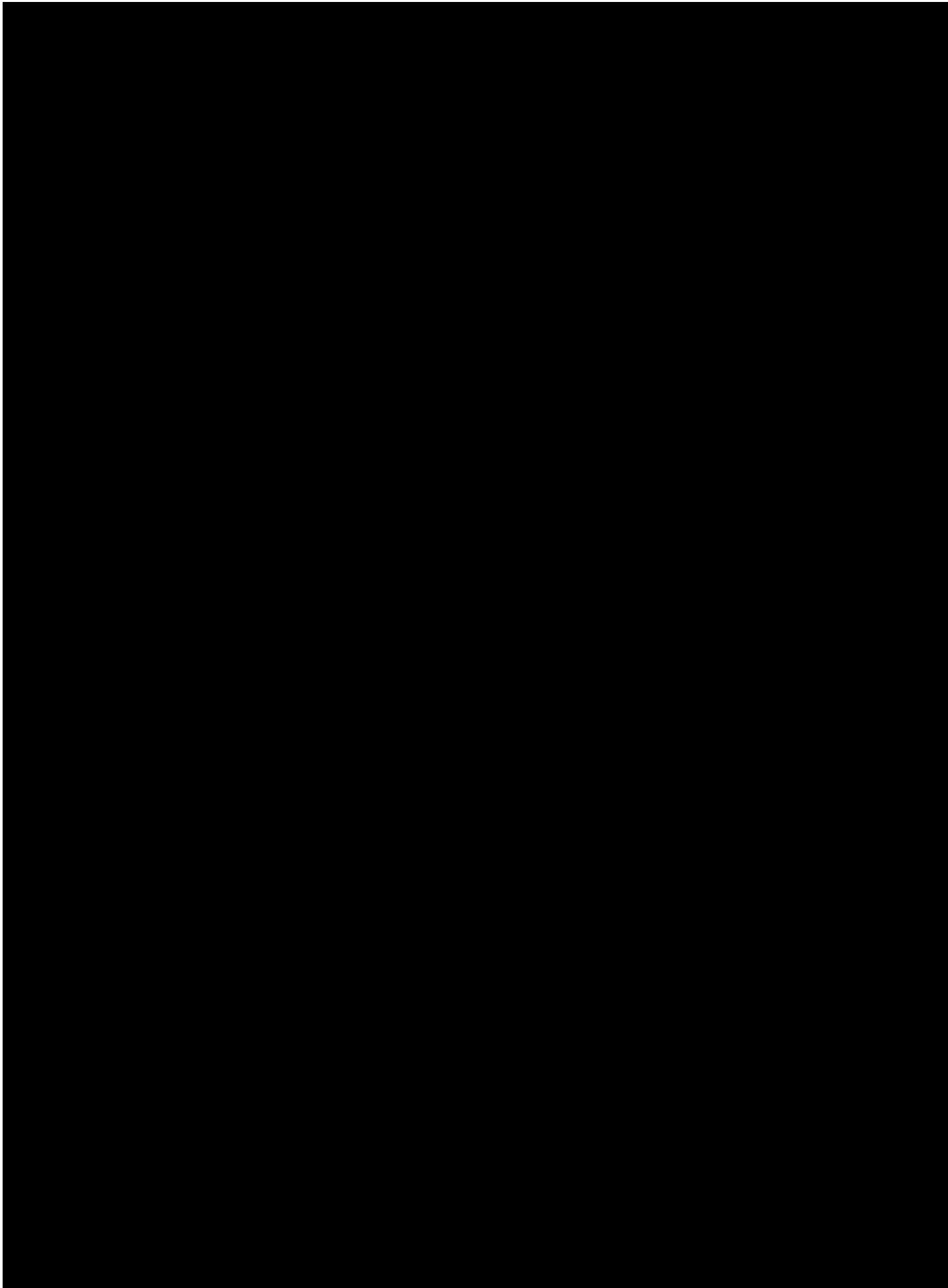
Annex B- Vaccination Centres

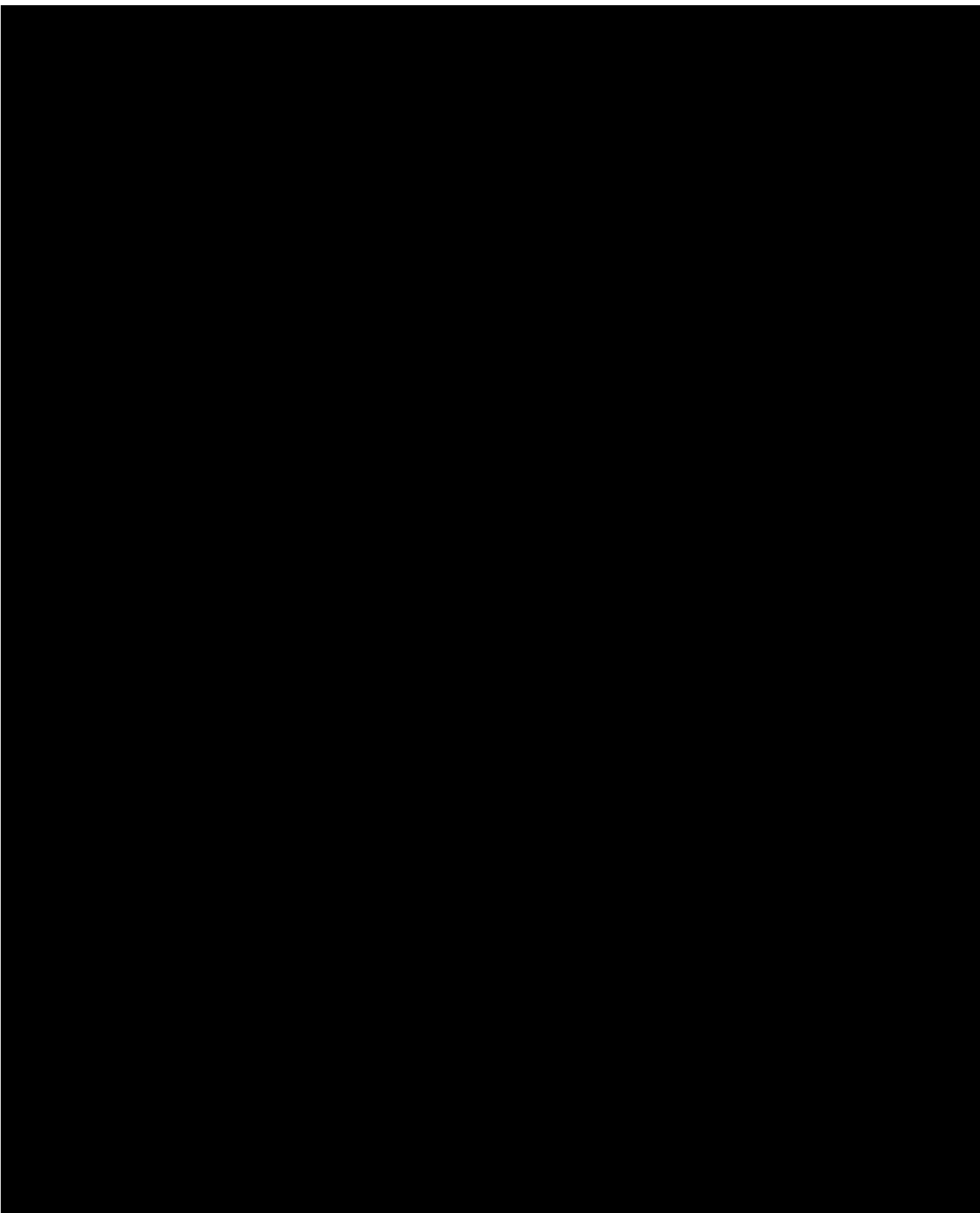
The list of locations below is based on current programme assumptions. The Authority will

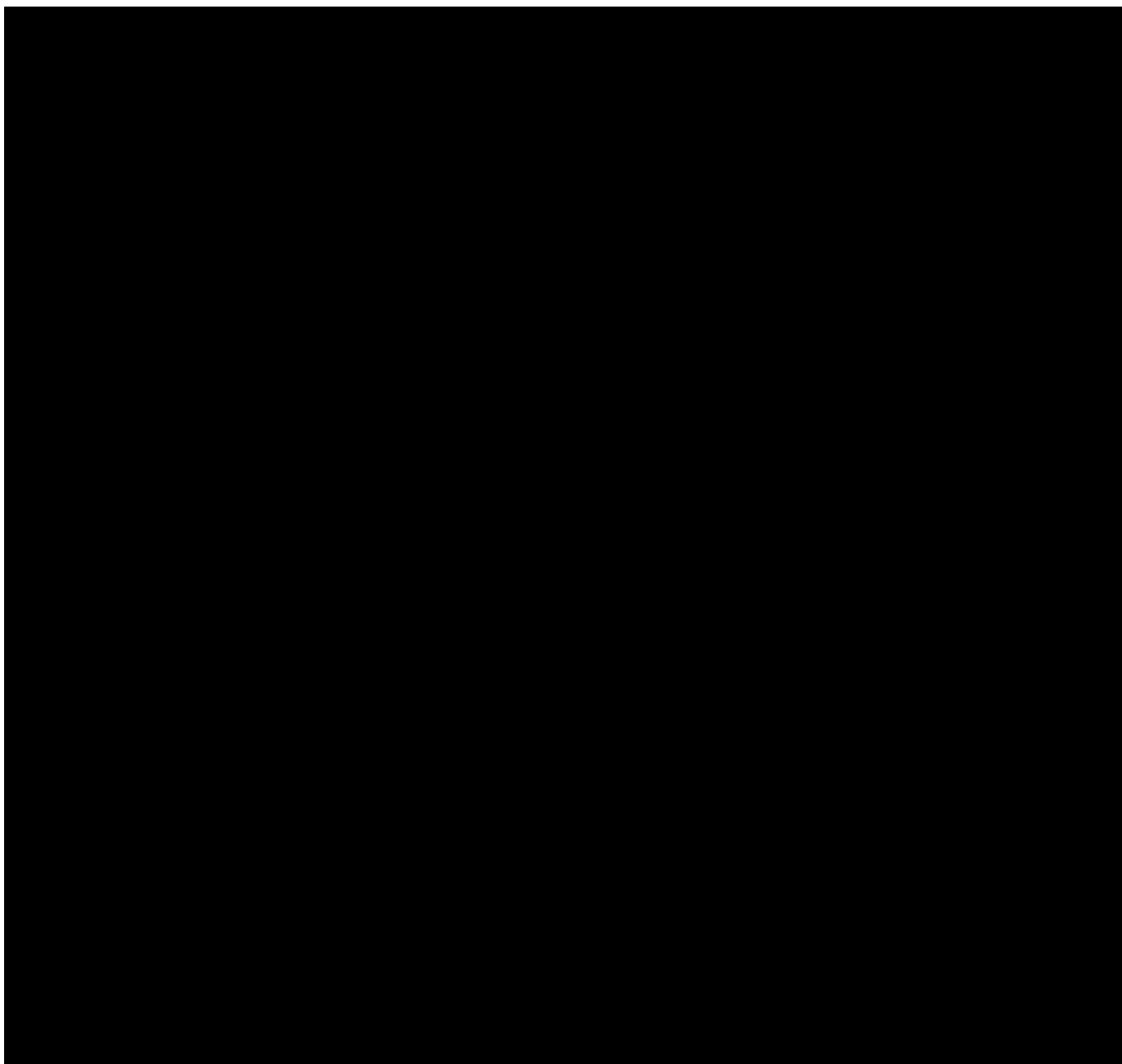


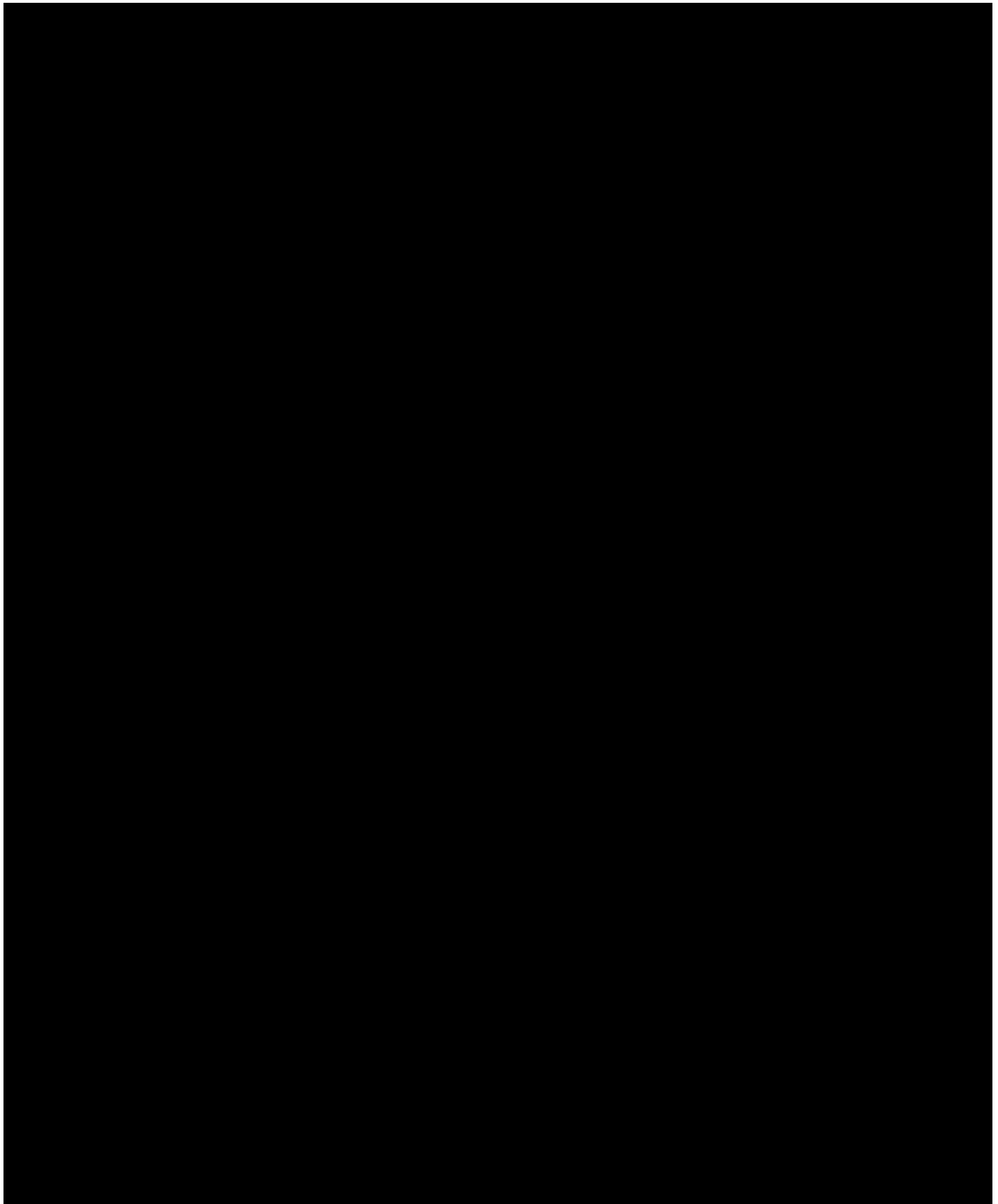


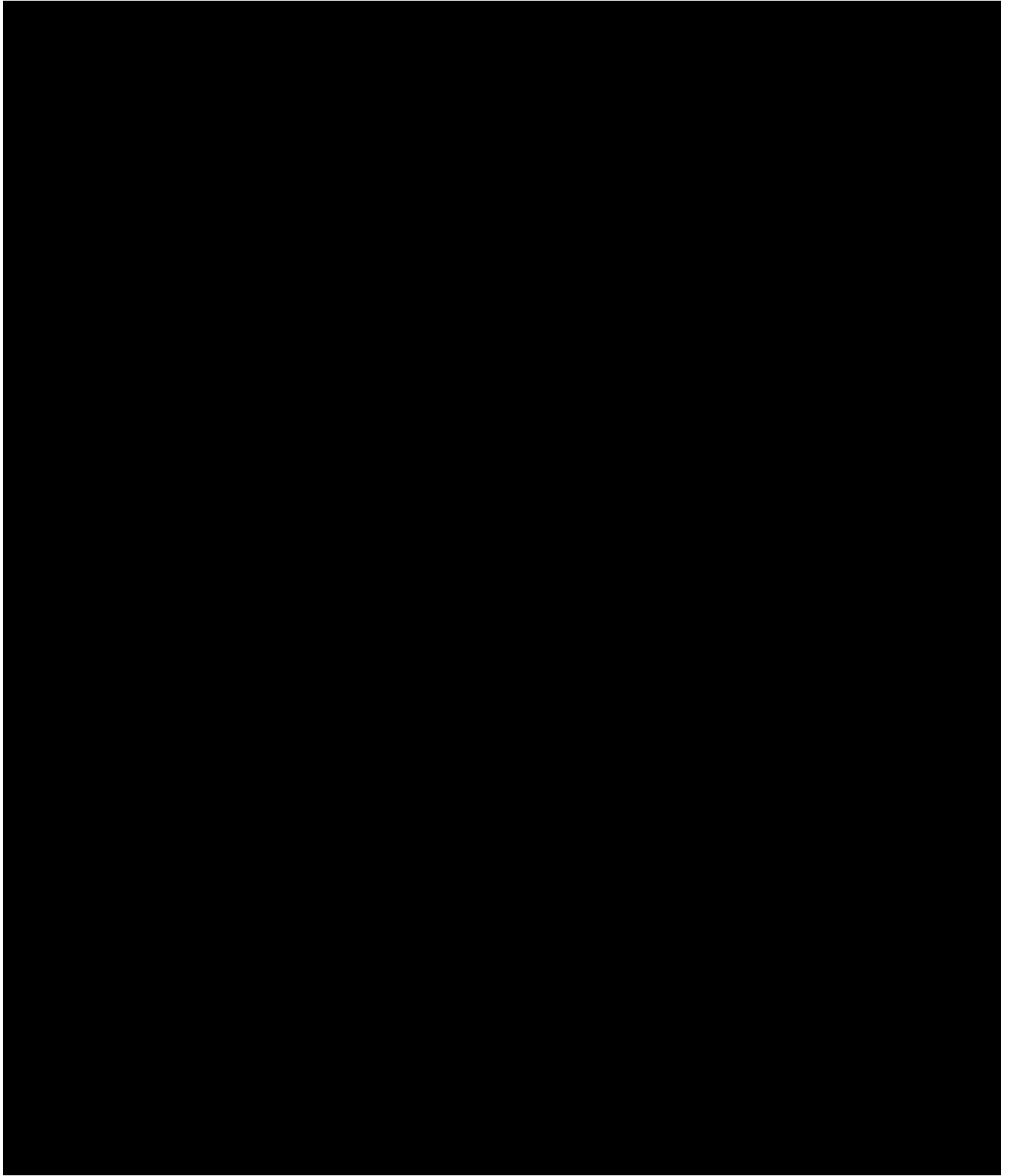


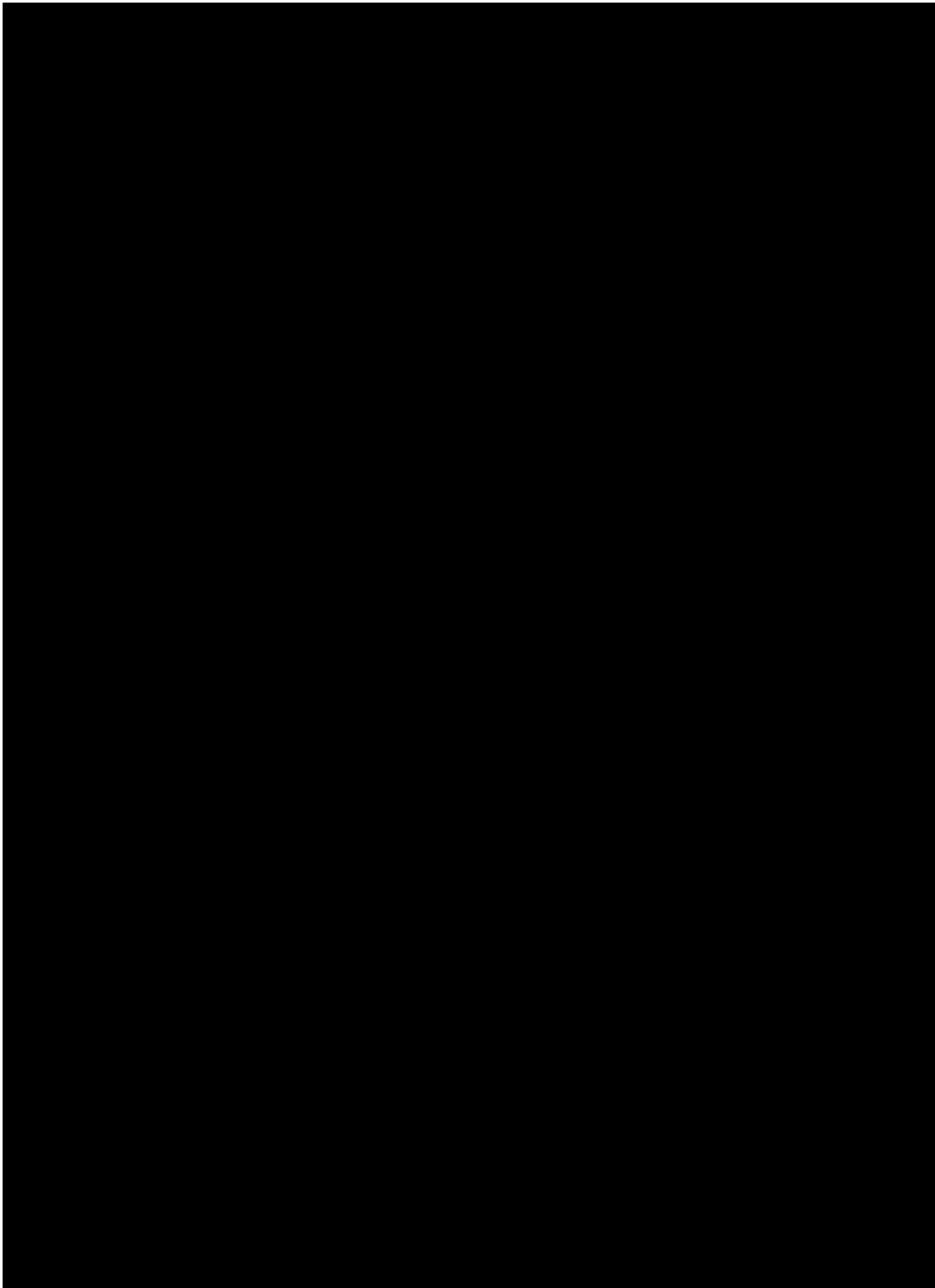


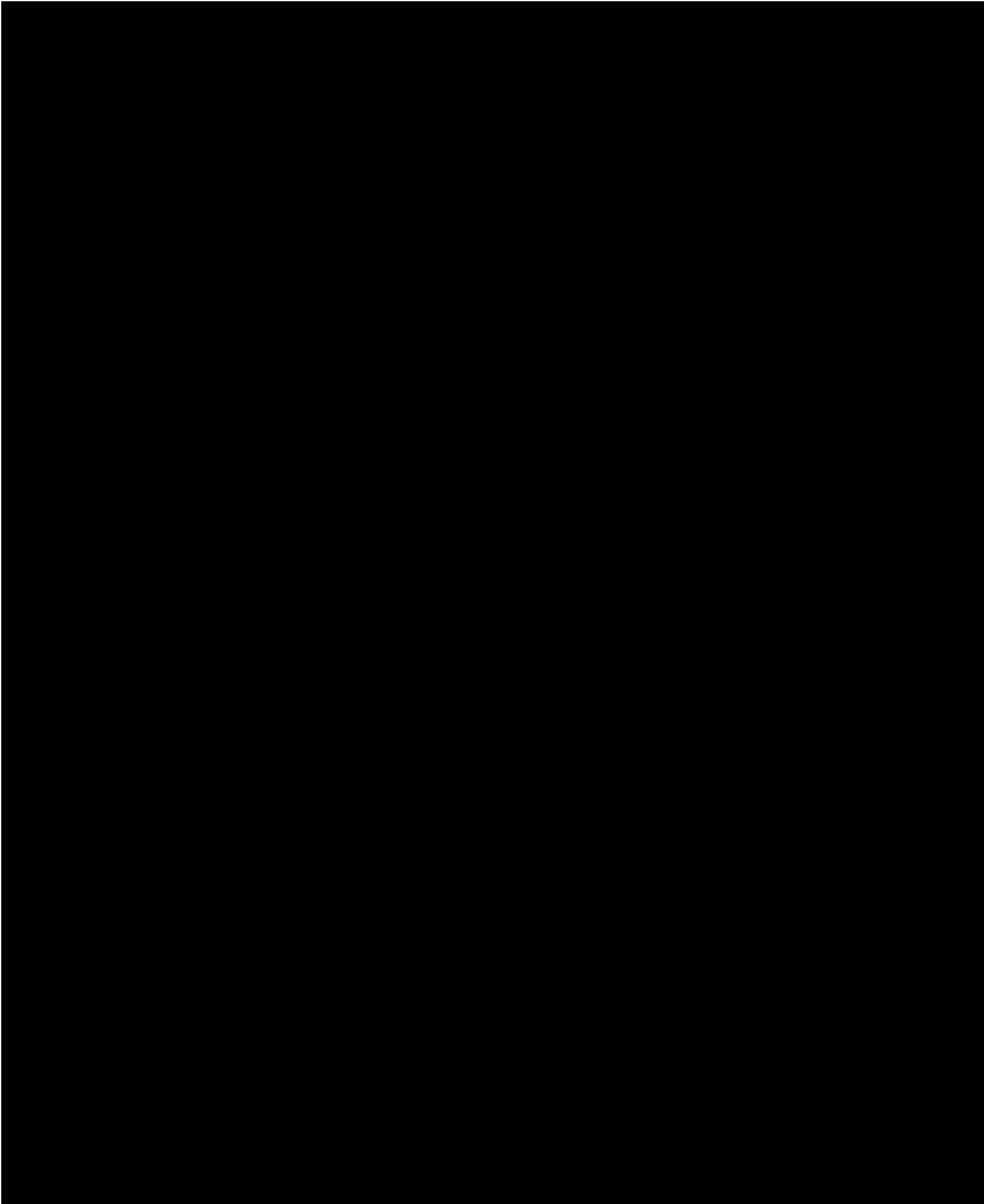












Risk Assessment Form

Section A – Employee/Volunteer details

Key Details	
Employee/ Volunteer Name:	Date of Birth:
Job / Volunteer Role:	Setting:
Proposed Start Date:	Safeguarding Team Member conducting Assessment:

Section B – Recording Unspent Convictions and Assessing the Risks

Please list the convictions disclosed by the employee/volunteer			
Date	Details of Offences for each Conviction	Sentence/Fine Received	CHECK – Is it Unspent?

Were any offences work/volunteer-related or committed within the context of a work / volunteer setting?	Yes/No If 'Yes' give details	
---	---------------------------------	--

<p>Were any offences committed within the last 2 years?</p>	<p>Yes / No</p> <p>If 'Yes' explain context in which each offence occurred e.g. where, how, why and details of any victims. (Continue overleaf if necessary)</p>	
<p>What is the individual's attitude to the offence/s now?</p> <p>Question 'How do you feel about the offence'</p>	<p>e.g. regret/remorse/justified/denial</p>	
<p>Would they do anything differently now?</p> <p>Question 'Thinking back to the time of the offence would you do anything differently?'</p>	<p>Yes / No</p> <p>If 'Yes' specify what</p>	
<p>Has the individual's circumstances changed since the conviction/s e.g. location/friends/partner/ education?</p> <p>Question 'has anything changed in your life since these offences occurred'</p>	<p>Yes / No</p> <p>If 'Yes' specify what</p>	
<p>Are there any mitigating circumstances? e.g. immaturity, traumatic life event</p> <p>Question 'Do you feel there were any mitigating factors around the offence ie you were young, it was a bad time in your life, etc'</p>	<p>Yes / No</p> <p>If 'Yes' specify what</p>	
<p>Do the matters disclosed form any pattern e.g. repeat offences or repeat motivation (anger/financial/drugs/alcohol)</p>	<p>Yes / No</p> <p>If 'Yes' specify</p>	

<p>Can the applicant demonstrate any efforts not to re-offend?</p> <p>e.g. Rehabilitation course, Anger Management course, help for alcohol/drug abuse.</p> <p>Question 'Have you been involved in any structured help programs'</p>	<p>Yes / No</p> <p>If 'Yes' specify</p> <p>(NB – completing Community Service is a punishment not a rehabilitation program)</p>	
Questions below to be completed after the interview		
<p>Does the post have any direct contact with the public and if so how vulnerable are they?</p>	<p>Yes / No</p> <p>If 'Yes' give details</p>	
<p>Can safeguards be implemented to reduce/remove any risk e.g. no unsupervised contact?</p>	<p>Yes / No</p> <p>If 'Yes' specify what</p>	
<p>What supervision is available and how readily?</p>	<p>Give details</p>	

Additional Information

Please summarise any further discussion not referenced above:

--

Safeguarding Team Member Name:	
Signature	
Date	

Section C - To be completed by Safeguarding Team Member after risk assessment has taken place

Please complete the level of perceived risk posed by the individual in the role.

Give reason – this is where your gut feeling/assessment of behaviours, belief, help you formulate an opinion of whether it is high/medium or low

Perceived Risk Level	Reasoning:
High	
Medium	
Low	

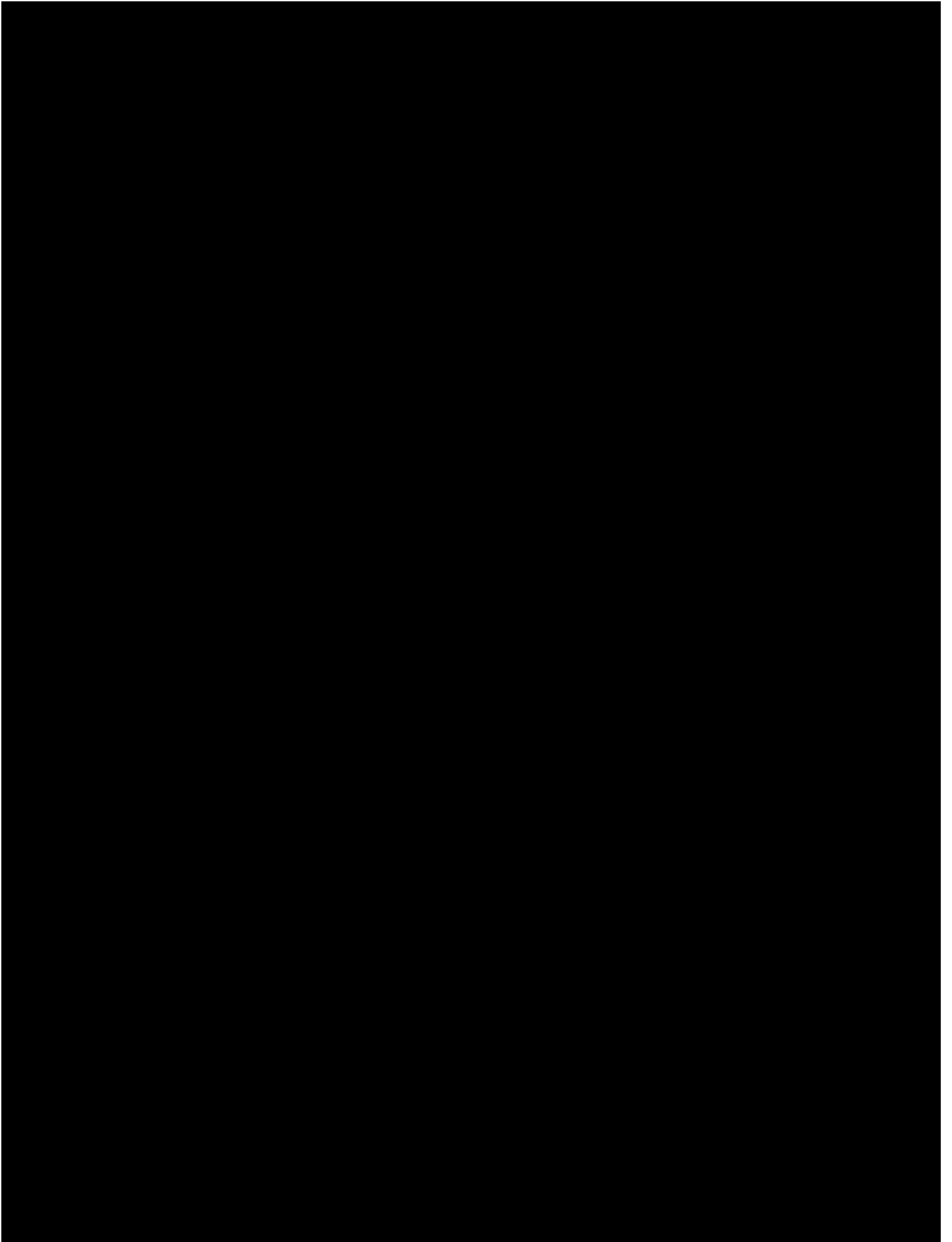
Risk assessment completed by:	
Signature:	
Date:	
Safeguarding Lead/ Safeguarding Director approved Yes/No	
Comments	

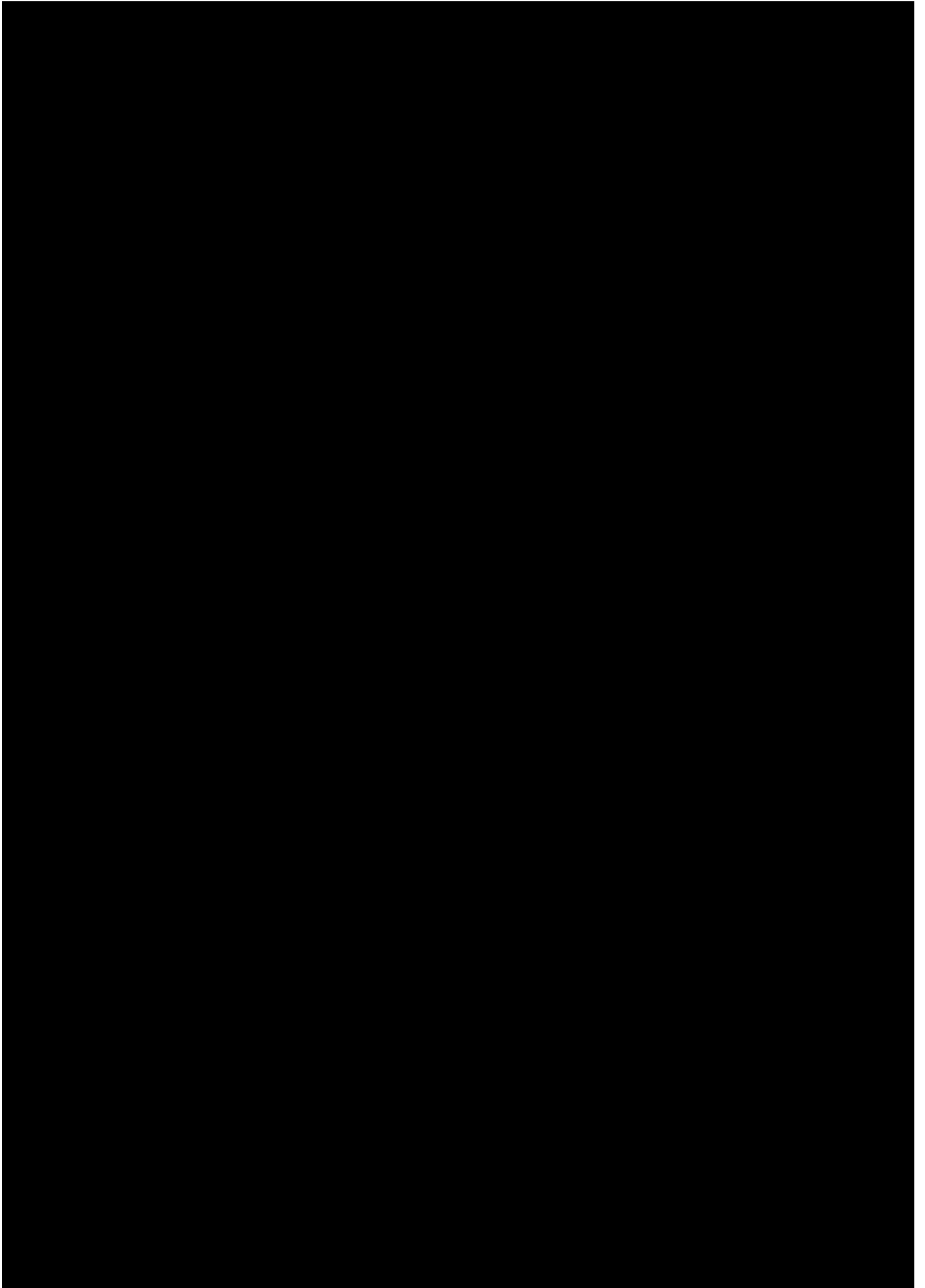
For help and support completing this risk assessment please contact the Safeguarding Lead or in their absence the Safeguarding Director

DOCUMENT END

Schedule 6

Commercial Schedule





Schedule 7

Staff transfer

The optional parts of this Schedule 7 below shall only apply to this Contract where such parts have been checked.

Part A ☒ No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.

Schedule 8

NOT USED

Schedule 9

Authority Obligations

1 Access to Information and Data

- 1.1 The Authority will provide to the Supplier access to the following information and data to support the Mobilisation:
 - 1.1.1 Up to date planning assumptions for the COVID-19 vaccine programme to the extent that impact on volunteer mobilisation and deployment;
 - 1.1.2 Regular updates on the overall programme timescales;
 - 1.1.3 Such data relating to the Premises & Locations as the Supplier may require from time to time;
 - 1.1.4 Workforce planning assumptions, including Volunteer mobilisation;
 - 1.1.5 Information on the regional requirements (related to the identified Premises and Locations) for Volunteers;

2 Face to Face Inductions and COVID-19 Specific Training to be provided by the Lead Provider

- 2.1 Where the Authority indicates the requirement for Face to Face Inductions and any COVID-19 specific training elements, the Authority will undertake to provide that training to Volunteers.
- 2.2 Subject to clause 21 of Schedule 2, the Authority reserves the right to amend the required training requirements as more information becomes available for the Flu and COVID-19 vaccination programme.

Schedule 10

Payment on Termination

1 Payment Calculation

- 1.1 Where either the Authority or the Supplier terminate the Contract early, the Authority will remain liable to pay the Supplier:
 - 1.1.1 Subject to appropriate evidence, the actual Mobilisation Costs incurred by the Supplier up to the date of termination for the provision of the mobilisation activities up to values set out in Schedule 6;
 - 1.1.2 Subject to appropriate evidence, the actual running costs incurred by the Supplier for supporting the Volunteers deployed to the Programme up to the date of termination.

