DATED **2018**

(1) NHS COMMISSIONING BOARD

- and -

(2) KENT SURREY SUSSEX AHSN LIMITED (ON BEHALF OF KENT SURREY SUSSEX ACADEMIC HEALTH SCIENCE NETWORK)

LICENCE TO OPERATE AS AN ACADEMIC HEALTH SCIENCE NETWORK MASTER LICENCE AGREEMENT

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HEMPSONS

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THIS MASTER LICENCE AGREEMENT is dated August 2018

BETWEEN:

(1) **NHS COMMISSIONING BOARD** (also referred to as NHS England) of Quarry House, Quarry Hill, Leeds, LS2 7UE (**Authority**); and

(2) **KENT SURREY SUSSEX AHSN LIMITED** a company registered in England and Wales (registered number; 08877964) with its registered office at Wentworth House, Crawley Hospital, West Green Drive, Crawley, West Sussex, RH11 7DH (on behalf of **KENT SURREY SUSSEX ACADEMIC HEALTH SCIENCE NETWORK** of Wentworth House, Crawley Hospital, West Green Drive, Crawley, West Sussex, RH11 7DH) (**Supplier**).

(each a Party and together the Parties).

BACKGROUND

(A) Fifteen Academic Health Science Networks were licenced under contract to the Authority in May 2013 to provide, operate and deliver against a number of core objectives to deliver the UK Government's policy on Innovation Health and Wealth.

(B) The licensing arrangements expired on 30 September 2018 and the Authority has resolved to enter into this Master Licence following approval of the Supplier's Business Plan.

(C) This Master Licence has as its primary object the delivery of research and development services as defined in regulation 14 of the Regulations and the benefits of such services will not accrue exclusively to the Authority for its use in the conduct of its own affairs.

(D) On the basis of the Supplier's Business Plan, the Authority has selected the Supplier to enter into a master services licence to provide services as set out in this Master Licence and to provide services to the Authority and Licence Users who place Future Licences with the Supplier in accordance with this Master Licence.

(E) This Master Licence sets out the over-arching requirements of the Core Objectives, the main terms and conditions for the provision of the Initial Services, the procedure for ordering Services and the obligations of the Supplier under this Master Licence.

(F) It is the Parties' intention that Licence Users have no obligation to place Future Licences with the Supplier under this Master Licence or at all.

1 TERM OF MASTER LICENCE

1.1 This Master Licence shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Master Licence or is otherwise lawfully terminated) shall terminate at the end of the Licence Period.

1.2 The Authority shall be entitled to extend the Licence Period by a further period or periods of up to 5 Years (each such extension together with any such extensions, being the "Extension Period"). If the Authority wishes to extend this Master Licence, it shall give the Supplier no less than six (6) Months' written notice of such intention before the expiry of the Licence Period or Extension Period.

1.3 If the Authority gives such notice, then the Licence Period shall be extended by the period set out in the notice.

1.4 If the Authority does not wish to extend this Master Licence beyond the Licence Period this Master Licence shall expire on the expiry of the Licence Period and the provisions of clause 13 of Schedule 13 shall apply.

2 SCOPE OF MASTER LICENCE

2.1 This Master Licence governs the relationship between the Authority and the Supplier in respect of the provision of the Initial Services to the Authority and Services to Licence Users.

2.2 Both the Initial Services and the Services will be performed in accordance with the Core Objectives.

2.3 The Authority and the Supplier undertake to comply with the relevant provisions of the Schedules to this Master Licence in the performance of the obligations under this Master Licence.

2.4 The Authority may request the Supplier to cover an area outside its current Footprint where any other Academic Health Service Network Provider is no longer able or permitted to provide the relevant services and the Authority will issue such a request under the Master Licence Variation Procedure, provided, where relevant, that the conditions for performance review set out in Part 5 of Schedule 5 have been complied with.

2.5 The Definitions in Schedule 1 apply to the use of all capitalised terms in this Master Licence.

Initial Services to the Authority

2.6 The Authority appoints the Supplier and the Supplier agrees to provide the Initial Services.

2.7 The Supplier shall commence provision of the Initial Services on the Commencement Date and in accordance with Good Industry Practice, this Master Licence and the Business Plan, including without limitation the Performance Measures.

2.8 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations to provide the Initial Services are in place at the Commencement Date and are maintained throughout the Licence Period.

Services

2.9 The Authority appoints the Supplier as a provider of the Services and the Supplier shall be eligible to receive Orders for such Services from Licence Users during the Term.

2.10 Licence Users may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 5 during the Licence Period. The Parties acknowledge and agree that the Licence Users have the right to order Services pursuant to this Master Licence provided that they comply at all times with the Regulations (where applicable) and the ordering procedure in clause 5. If there is a conflict between clause 5 and the Regulations, the Regulations shall take precedence for all Licence Users other than Non-Contracting Bodies.

2.11 Subject to the Licence User's absolute discretion in clause 2.10 above, if and to the extent that any Services under this Master Licence are required each and every Licence User shall:

2.11.1 enter into a licence with the Supplier for the Services materially in accordance with the terms of the Future Licence; and

2.11.2 comply with the ordering procedure set out in clause 5.

2.12 The Supplier acknowledges that, in entering this Master Licence, no form of exclusivity or volume guarantee has been granted by the Licence User for the Services and that the Licence User is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

2.13 The Authority shall not in any circumstances be liable to the Supplier or any Other Contracting Body for payment or otherwise in respect of any Services provided by the Supplier to any Other Contracting Body.

3 CONDITION PRECEDENT

3.1 This Master Licence shall not come into force until the completion, or waiver, of the following Condition:

3.1.1 The Supplier, working with the AHSN Network, having agreed with the Authority the AHSN Central Network Office functions and structure as required in clause 2.2 of Schedule 3; and

3.1.2 The Supplier, working with the AHSN Network, having implemented the agreed AHSN Central Network Office structure ahead of the Commencement Date; and

3.1.3 The Authority having approved the Supplier's Business Plan.

3.2 The Supplier, working with the AHSN Network, shall use all reasonable endeavours to procure that the Condition is satisfied as soon as reasonably practicable and, in any event, no later than 1700 hours on 21st September 2018.

3.3 The Condition may only be waived by both Parties in writing.

3.4 If at any time either Party becomes aware of a fact or circumstance that might prevent the Condition being satisfied, it shall immediately inform the other Party.

3.5 If the Condition has not been satisfied by 1700 hours on 21st September 2018, this Master Licence shall cease to have effect immediately after that date and time except for Schedule 1, clauses 1, 4.1, 7, 9, 13, 15.1 and 33 of Schedule 13.

4 SUPPLIER PERFORMANCE

4.1 The Supplier shall perform the Initial Services and the Services in accordance with:

4.1.1 the requirements of this Master Licence;

4.1.2 the provisions of the respective Future Licences; and

4.1.3 in all respects in accordance with and with a view to fulfilling the Core Objectives.

5 FUTURE LICENCE PROCEDURES

Awards under the Master Licence

5.1 Subject to clause 5.3, if Other Contracting Bodies decide to source Services through the Master Licence then they will be required to enter into a form of agreement with the Authority prior to following the procedure in this clause 5.

5.2 Subject to clause 5.3, if the Authority determines that the Other Contracting Body can source Services through this Master Licence then the Other Contracting Body may satisfy its requirements for the Services by awarding a Future Licence in accordance with the terms laid down in this Master Licence.

5.3 The Authority may, at its sole discretion, waive the procedure set out in this clause 5 in respect of an Order from a National Commissioner, by giving notice of such wavier in writing to the Supplier and the relevant National Commissioner. For the avoidance of doubt, the National Commissioner shall comply with clause 5.1 and 5.2 in respect of an Order for any other Services that are not the subject of such a waiver from the Authority.

5.4 The Authority can enter into a Future Licence for Services at any time in accordance with the terms laid down in this Master Licence.

5.5 Notwithstanding the fact that a Licence User has followed the procedure set out in this clause 5, a Licence User may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Future Licence. Nothing in this Master Licence shall oblige any Licence User to place any Order for Services.

Responsibility for Future Licence Awards

5.6 The Supplier acknowledges that each Licence User is independently responsible for the conduct of its award of Future Licences under the Master Licence and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

5.6.1 the conduct of Other Contracting Bodies in relation to the Master Licence; or

5.6.2 the performance or non-performance of any Future Licences between the Supplier and Other Contracting Bodies entered into pursuant to the Master Licence.

Form of Order

5.7 Subject to clauses 5.1 to clause 5.6 (inclusive) above, each Licence User may place an Order with the Supplier by serving an order in writing in substantially the form set

out in Schedule 7 or such similar or analogous form agreed with the Supplier including systems of ordering involving fax, e-mail or other online solutions.

Acceptance of Orders

5.8 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Licence User and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed five (5) Business Days) acknowledge receipt of the Order and either:

5.8.1 notify the Licence User in writing and with detailed reasons that it is unable to fulfil the Order; or

5.8.2 notify the relevant Licence User that it is able to fulfil the Order by signing and returning the Order Form.

5.9 If the Supplier:

5.9.1 notifies the Licence User that it is unable to fulfil an Order; or

5.9.2 the time limit referred to in clause 5.8 has expired;

then the Order shall lapse, and the relevant Licence User may then send that Order to another Academic Health Science Network Provider.

5.10 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Licence User may either:

5.10.1 reissue the Order incorporating the modifications or conditions; or

5.10.2 treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 5.8.1 shall apply and the Order shall lapse and the relevant Licence User may send the Order to another Academic Health Science Network Provider.

5.11 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Licence User. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Licence User. The Licence User shall signal its acceptance of the Supplier's offer and the formation of a Future Licence by counter-signing the Order Form.

6 FUTURE LICENCE PERFORMANCE AND PRECEDENCE OF DOCUMENTS

6.1 The Supplier shall perform all Future Licences entered into with a Licence User in accordance with:

6.1.1 the requirements of this Master Licence; and

6.1.2 the terms and conditions of the respective Future Licences.

6.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Master Licence and the terms and conditions of a Future Licence, such conflict or inconsistency shall be resolved according to the following order of priority:

6.2.1 the Order Form;

6.2.2 the clauses of the Future Licence;

6.2.3 the terms of the Master Licence, the Schedules to the Master Licence and the appendices to the Order Form (save for any specification of Services appended to the Order Form which shall form part of the Order Form at clause 6.2.1 above);

6.2.4 any other document referred to in the clauses of the Future Licence (including, without limitation any proposals made by the Supplier to meet the requirements of the Future Licence); and

6.2.5 the Core Objectives.

7 FUNDING FOR INITIAL SERVICES

7.1 In consideration of the Supplier's due and proper performance of its obligations in respect of the Initial Services under this Master Licence, the Authority will make available to the Supplier the Funding as more particularly set out in Schedule 6.

7.2 The only sums to be made available by the Authority to the Supplier for the provision of the Initial Services shall be the Funding set out and payable in accordance with Schedule 6. All other costs, charges, fees and expenses of whatever kind arising out of or in connection with the Master Licence shall be the responsibility of the Supplier.

7.3 Except as otherwise stated in this Master Licence, the Funding is exclusive of VAT which shall be payable, if applicable, by the Authority in addition to the sums contained in Schedule 6.

8 CORE OBJECTIVES AND CORE ACTIVITIES

Aims and objectives

8.1 The UK aims to be a global hub for life sciences, delivering:

- Innovation and growth: A more innovative and collaborative NHS that sees patients benefit from quicker access to innovative, cost-effective drugs, devices and diagnostics, pathways and services, and a vibrant life sciences sector that contributes to stronger economic growth.
- Local service transformation: Local populations benefit from significantly improved health outcomes through promotion of health equality and best practice, and transformation in leadership, quality and safety of care.

8.2 The Supplier and the AHSN Network will seek to support these aims by maximising the value AHSNs generate for patients, the NHS and for the local health economy through supporting development, uptake and adoption of innovation.

8.3 The Supplier is required to deliver against two Core Objectives in support of these aims: 1) Generate a rich pipeline of demonstrably useful, evidence-based innovations; and 2) Support adoption and spread of proven evidence-based innovations across England.

8.4 The two Core Objectives are central to delivery of current and future NHS plans including the NHS Five Year Forward View (2014) and Next Steps on the Five Year Forward View (2017). Additionally, they support the UK Life Sciences Industrial Strategy (2017) and Accelerated Access Review (2016), Developing People, Improving Care (2016) and the Berwick Report into NHS Patient Safety (2013).

8.5 Underpinning the two Core Objectives are a series of national programmes, where the Supplier and the AHSN Network will be required to work collectively to maximise national impact, co-opting national partners where required, building on the functionally led collaborative approach taken through the current Innovation National Networks. This functionally led collaborative model of working must be maintained and developed throughout the Licence Period and should become the default way of working across all spheres of the AHSN Network, although it may be subject to review at any stage by the Authority and other National Commissioners in consultation with the AHSN Network.

8.6 At the individual Supplier Footprint level, the Supplier will be required to support its local Sustainability and Transformation Partnerships (STPs) and Integrated Care

Systems (ICSs). This will be through bespoke commissions based on locally identified need.

8.7 These local priorities will be negotiated between the STPs, ICSs and the Supplier in consultation with the Regional Team as part of the AHSN Business Planning process in Schedule 5.

8.8 A summary of core activities is outlined in Table 1 below. Specific delivery requirements for Initial Services for 2018-19 and 2019-20 are set out in Schedule 2.

Table 1

Activity	
Identifying local needs and prioritising innovation	• Assess potential innovations and / or solutions for commercialisation; • Support implementation of the NHS Innovation Accelerator to identify individuals with high impact evidence-based innovations and scale nationally; • Support implementation of the Small Business Research Initiative (SBRI) programme; and • Support the life sciences industry and promote local economic growth.
Trial and rigorously evaluate	• Engage with Research Architecture to assist with clinical evaluation and establishment of evidence base for effectiveness of products; • Provide or leverage financial support for early testing and / or proof of concept (for the avoidance of doubt the Supplier is not obliged to fund Research activity or evaluation unless otherwise expressly agreed); • Support implementation of the Test Beds programme including establishment of next wave of Test Bed sites, supporting sites during Test Bed programme, and driving adoption/spread of promising products and outcomes; and • Share locally successful and / or evaluated innovations that are not national programmes or Innovation Technology Payment (ITP).
Drive spread locally and nationally	• Contribute to rollout and adoption nationally of locally identified innovations (see Schedule 2) • Increase capacity to enable adoption and spread of promising innovation, including support national uptake of ITP products; • Monitor levels of adoption variation between AHSN Network regions, and identify reasons for failure of adoption following successful evaluation in one region, and share good practice between the AHSN Network; • Participate in greater collaboration and knowledge-sharing between the AHSN Network, e.g. on product information, adoption/spread best practice;

Activity	
	• Work with NHSE Regional Teams on spread of locally identified, proven innovation; and • Connect local partners to national partners in order to enable innovation to find the appropriate level of support.
Address local improvement priorities	• Offer bespoke support to Sustainability and Transformation Partnerships (STPs) and Integrated Care Systems (ICSs) in research & feasibility of new ideas and / or solutions to address local need.
Build improvement capability among providers	• Identify and disseminate appropriate improvement tools and resources to support innovation; and • Support peer-to peer learning & exchange of ideas through providing AHSN Network infrastructure.

9 GOVERNANCE AND ASSURANCE

9.1 Governance and Assurance arrangements for the Licence Period will operate a four-tiered approach, led by the Authority, involving National Commissioners of AHSN services where appropriate, as follows:

Tier 1: Regional quarterly assurance meetings with individual AHSNs;

Tier 2: National Assurance Group with the Authority's Regional Medical Director team, national team, finance and National Commissioners, where applicable;

Tier 3: AHSN Pan-Commissioner Governance Group;

Tier 4: The Authority and other National Commissioners' Executive and Governing Boards as applicable

9.2 The Authority will work with the AHSN Network and National Commissioners of AHSN Services, where appropriate, to ensure that planning, governance and assurance is effective, proportionate and aligned, where possible, to reduce the burden on the Supplier.

9.3 Planning, governance and assurance for the Initial Services are set out in Schedule 5 which includes:

9.3.1 Planning, Governance and assurance framework, including roles and responsibilities for the Authority, National Commissioners, the Supplier, and where applicable the AHSN Network;

9.3.2 Business Plan planning, including financial planning;

9.3.3 Reporting requirements against national programmes, financial spend and against agreed performance measures; and

9.3.4 Escalation and dispute resolution, including decommissioning.

9.4 In consultation with the National Commissioners, the Authority will, from time to time, issue guidance to the Supplier and AHSN Network to support new or revised planning, governance and assurance arrangements. The Supplier shall use its best endeavours to comply with such guidance and to procure the compliance by the AHSN Network with such guidance.

9.5 The Authority, in consultation with National Commissioners of AHSN services through a Future Licence, reserves the right to decommission Services from the Supplier and AHSN Network where there are significant performance concerns.

9.6 In consultation with the National Commissioners, the Authority reserves the right to vary planning, governance and assurance arrangements over the term of the Future Licence.

9.7 The Supplier shall use its reasonable endeavours to comply with any decision of the AHSN Central Office or shall explain to the reasonable satisfaction of the Authority, the reasons for its inability or failure to comply.

10 FUNDING

10.1 The Authority will formally notify the Supplier prior to the commencement of a new Financial Year and as soon as reasonably practicable and wherever possible, funding allocations for the forthcoming Financial Year.

10.2 The following financial procedures must be adhered to:

10.2.1 The Supplier must have a balanced opening plan (planned expenditure not greater than planned income for the Financial Year);

10.2.2 All unused allocations from the Authority from the previous Financial Year must be carried forward and included in the opening plan in full;

10.2.3 The Supplier must have a balanced Financial Year end forecast and outturn including all sources of income including brought forward unutilised allocations from previous Financial Years;

10.2.4 The Supplier must disclose all additional sources of income contributing to the AHSN programme's Core Objectives;

10.2.5 The Supplier must disclose any contingency held or provision created and the purpose of the contingency or provision; and,

10.2.6 The Supplier must ensure that corporate overheads are reported accurately and completely and are relevant and proportionate to the relative size and turnover of the Supplier.

10.3 The Authority reserves the right to withhold funding, in consultation with National Commissioners of AHSN services through a Future Licence, where there are significant financial or performance concerns.

10.4 Detailed financial management and reporting requirements for Initial Services are set out in Schedule 5.

This Master Licence has been entered into on the date stated at the beginning of it.

Signed by PAUL BAUMANN

for and on behalf of NHS COMMISSIONING BOARD

.....

Chief Financial Officer

Signed by GUY BOERSMA

for and on behalf of KENT SURREY SUSSEX AHSN LIMITED

Guy Boersma

.....

Director

SCHEDULE 1

DEFINITIONS

1 AGREED TERMS

1.1 Definitions and interpretation

The definitions and rules of interpretation in this clause apply in this Master Licence.

Academic Health Science Network Providers or AHSN Providers:	means the Supplier and other suppliers appointed as service providers under this Master Licence or any similar master licence agreement entered into by the Authority in respect of the Core Objectives;
AHSN Brand:	means the terms "AHSN"; "Academic Health Science Network" or "AHSN Network";
AHSN Central Office	means the collectively supported and funded central network function, to which all AHSN Providers contribute. This consists, as a minimum, of an AHSN-elected chair and AHSN-funded National Coordinating Director;
AHSN Network:	means the collective term of Academic Health Science Network Providers;
AHSN Network Metrics Group:	means a sub-group of the AHSN Network supporting the AHSN Central Office, working with the Authority to agree performance measures and supporting the AHSN assurance processes;
AHSN Pan-Commissioner Governance Group	Means the group described as such in Schedule 5;
AHSN Stakeholder Survey	means an annual survey undertaken to measure stakeholder confidence in, and value of, services provided by the

	Supplier and AHSN Network;
Approval:	means the unequivocal and unconditioned written approval of the Authority in respect of a specific matter;
Audit:	means an audit carried out pursuant to clause 7 of Schedule 13;
Auditor:	means the National Audit Office or an auditor appointed by the Authority as the context requires;
Authorised Representative:	means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 32 of Schedule 13;
Background IPR:	means all Intellectual Property Rights used in the performance of the Initial Services or the Services owned or licensed to the Academic Health Science Network Providers, other than the Foreground IPR;
Business Continuity Event:	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Master Licence including an influenza pandemic and any Force Majeure Event;
Business Continuity Plan:	means the Supplier's business continuity plan which it includes its plans for continuity of the Initial Services and 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;
Business Impact Report:	means the end of Financial Year report on performance and delivery against the Business Plan;
Business Plan:	means the business plan as submitted by the Supplier and approved by the Authority, and which shall be attached at Schedule 12 following such approval;
Cabinet Office Statement:	means Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;
Change of Control:	means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
Codes of Practice:	shall have the meaning given to the term in clause 1.2 of Schedule 11;
Commencement Date:	means the 1 October 2018;
Condition:	means the condition precedent detailed in clause 3;
Confidential Information:	means information, data and material of any nature, however it is conveyed, which either party may receive or obtain in connection with the conclusion and/or operation of this Master Licence that: (a) relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including Intellectual Property, together with all

information derived from the above;

(b) designated as being confidential by either party or that ought reasonably to be considered as confidential (whether or not it is marked as "confidential") and however it is conveyed or on whatever media it is stored; and/or

(c) Policies and other such other documents which the Supplier may obtain from the Authority

Contracting Authority: means any contracting authority as defined in Regulation 2 of the Regulations, other than the Authority;

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);

Core Objectives: means the service core objectives set out in clause 8;

Data: means information which is collected and/or used for the purposes of meeting the Core Objectives and Initial Services or Services which can be processed manually, electronically or by other means;

Data Protection Agreement: means the document appended to Schedule 11 (Information and Data Provisions) of this Master Licence;

Data Protection Legislation:	means (i) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy (DPA); (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;
Dispute:	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Master Licence, any matters of contractual construction and interpretation relating to the Master Licence, or any matter where this Master Licence 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 as set out in Clause 15 Schedule 13;
Dispute Resolution Procedure:	means the process for resolving Disputes as set out in Clause 15 of Schedule 13;
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 11;

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;
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);
Financial Plan:	means a written document setting out detailed projected spend against agreed national and local programmes for each Financial Year, including corporate overheads as detailed in section A9.3.6 of Part 4 of Schedule 5;
Financial Year:	means 1 April to 31 March;
FOIA:	shall have the meaning given to it in clause 1.2 of Schedule 11;
Footprint:	means the geographical coverage of the Provider as set out in Schedule 14;
Force Majeure Event:	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil

commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Master Licence;

(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 Initial Services or Services, but

which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and

(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties;

but excluding, for the avoidance of doubt, the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;

Foreground IPR: means Intellectual Property that is, or has been created or developed by the Supplier during the Licence Period in connection with the Core Objectives and/or the Initial Services;

Fraud: means any offence under any law in respect of fraud in relation to this Master Licence or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;

Funding: means the funding to be made available to the Supplier by the Authority in connection with the costs incurred by the Supplier in meeting the Core Objectives and provision of the Initial Services. In the absence of agreement by the Parties

	to the contrary, the funding shall be inclusive of all taxes, duties, expenses and disbursements save for VAT (if applicable);
Future Licence:	means a legally binding agreement (made pursuant to the provisions of this Master Licence) for the provision of Services made between a Licence User and the Supplier comprising an Order Form, its appendices, and the Future Licence Terms and Conditions (as may be amended pursuant to clause 5.10);
Future Licence Terms and Conditions:	means the terms and conditions in Schedule 8;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
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 Initial Services and Services under the same or similar circumstances as those applicable to this Master Licence, including in accordance with any codes of practice published by relevant trade associations;
Guidance;	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Initial Services and/or Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier

	by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency the European Commission, the Care Quality Commission, NHS Improvement, NHS Digital and/or any other regulator or competent body;
Information:	has the meaning given under section 84 of the FOIA;
Initial Services:	means the services to be provided to the Authority under this Master Licence set out in Schedule 2;
Intellectual Property, Intellectual Property Rights or IPR:	means: (a) any and all patents, trademarks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, Know-How (as defined below), unregistered trademarks and service marks, trade and business names, including any rights in any get-up or trade dress, copyrights, (including rights in computer software and in websites), unregistered design rights and other rights in designs and rights in databases, subsisting anywhere in the world; (b) the right for the maker of a database to prevent extraction or

reutilisation or both of the whole or a substantial part of the content of that database, as described in Directive 96/9/EC on the legal protection of databases;

(c) rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in this definition "Intellectual Property"; and

(d) rights of the same or similar effect or nature as or to those above in each case in any jurisdiction;

Including (without limitation):

(a) the right to exploit any Intellectual Property or any right which is similar or analogous to any Intellectual Property;

(b) any licence, right or interest of any kind arising out of or granted or created in respect of any Intellectual Property;

(c) any right to bring an action for passing off or any similar or analogous proceeding;

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;

Integrated Care System or ICS: means where NHS organisations, in partnership with local councils and others, take collective responsibility for

managing resources, delivering NHS standards, and improving the health of the population they serve;

Law: means any applicable legal requirements including, without limitation:

(a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;

(b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument);

(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;

(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

(e) requirements set by any regulatory body as applicable in England and Wales;

(f) any relevant code of practice as applicable in England and Wales;

	and (g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);
Licence Period:	means (subject to earlier termination in accordance with the terms of this Master Licence or by operation of Law) the duration of this Master Licence, starting on the Commencement Date and ending on 31 March 2023 unless extended under clause 1.2;
Licence User(s):	means the Authority and any other Contracting Authority or a Non-Contracting Authority;
Management Information:	means the management information specified in Parts 2,3 and 4 of Schedule 5;
Master Licence:	means this licence agreement and all Schedules to this licence agreement;
Master Licence Variation Procedure:	means the procedure set out in Schedule 10;
Month:	means a calendar month;
National Assurance Group	Has the meaning given to it in Schedule 5;
National Commissioners:	means the Authority, NHS Improvement (being the operational name of Monitor and the NHS Trust Development Authority) and Office for Life Sciences (and any successors as a result of reorganisation or statute), or any other similar body or organisation as the Authority may nominate from time to

	time;
National Team:	means Authority's central team(s) responsible for strategic management and delivery of the AHSN programme including financial management;
NHS:	means the National Health Service;
NIHR CLAHRC	means Collaborations for Leadership in Applied Health Research and Care who are funded by the National Institute for Health Research (NIHR) to undertake applied health research focused on the needs of patients and support the translation of research into practice. From October 2019 these will become known as 'NIHR ARCs' – meaning Applied Research Collaborative;
Non-Contracting Body:	means any legal entity which is not governed by the Regulations;
Order:	means an order for Services sent by any Licence User to the Supplier in accordance with the award procedures in clause 5;
Order Form:	means a document setting out details of an Order in the form set out in Schedule 7 or as otherwise agreed in accordance with clause 5.7;
Other Contracting Bodies:	means all Licence Users except the Authority;
Party:	means the Authority and/or the Supplier;
Performance Measures:	means the performance measures as set out in Schedule 4;
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;

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;

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity; or

(b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Master Licence;

(c) committing any offence:

(i) under the Bribery Act 2010;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) At common law concerning fraudulent acts relating to

this Master Licence or any other contract with the Authority; or

(d) defrauding, attempting to defraud or conspiring to defraud the Authority;

Regional Assurance Group: has the meaning given to it in Schedule 5;

Regional Medical Director: means the Authority's regional medical director who leads on assurance in respect of the AHSN Providers;

Regional Team(s): means the Authority's regional team(s) responsible for healthcare commissioning and delivery in their area, providing professional leadership on finance, nursing, medical, specialised commissioning, patients and information, human resources, organisational development, assurance and delivery;

Regulations: means the Public Contracts Regulations 2015 (SI 2015/102);

Research: means the attempt to derive generalisable new knowledge including studies that aim to generate hypotheses as well as studies that aim to test them;

Research Architecture: means structures contained within the NIHR and other government funded research organisations, including research councils and medical research charities;

Results: means any outputs, findings, Data or information generated or arising from meeting the requirements of the Core Objectives or generated by or arising from the Initial Services or the Services

	and including any Foreground IPR therein;
ROI	means return on investment and is a performance measure that encompasses a range of approaches which assess the value generated by an investment, compared to the resources put in;
Services:	means the services provided by the Supplier to the Licence Users;
Staff:	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Master Licence;
Subcontract:	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of the whole or any part of) this Master Licence;
Subcontractor:	means a party to a Subcontract 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 Master Licence;
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;
Sustainability and Transformation Partnership or STP:	means partnerships between NHS and local councils who work together to run services in a more coordinated way, to agree system wide priorities and plan collectively on how to improve residents' health;
The Authority's Board:	means the board comprising the chair, executive members and non-executive members of the Authority;
The Authority's Executive Group:	means the group comprising the chief executive, chief financial officer of the Authority and the National and Regional Directors;
Third Party IPR:	means any Intellectual Property which is owned by a third party other than the Supplier but where the Supplier can reasonably expect to secure a formal agreement or licence to use in meeting

	the Core Objectives or its conduct of the Initial Services at the Commencement Date, or to gain formal usage rights in accordance with the provisions of this Agreement prior to the commencement of, or during the Licence Period;
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;
Year:	means a calendar year.

1.2 The interpretation and construction of this Master Licence shall all be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

1.2.6 headings are included in this Master Licence for ease of reference only and shall not affect the interpretation or construction of this Master Licence;

1.2.7 the Schedules form part of this Master Licence and shall have effect as if set out in full in the body of this Master Licence and any reference to this Master Licence shall include the Schedules;

1.2.8 references in this Master Licence to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Master Licence so numbered;

1.2.9 references in this Master Licence to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Master Licence so numbered; and

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise.

SCHEDULE 2

INITIAL SERVICES 2018-19 and 2019-20

PROGRAMME DELIVERY REQUIREMENTS

1 NATIONAL PROGRAMMES

1.1 The core aims and objectives are set out in the Master Licence clause 8.

1.2 In support of the **Core Objective 1**: Generate a rich pipeline of demonstrably useful, evidence-based innovations and **Core Objective 2**: Support adoption and spread of proven evidence-based innovations across England the Supplier is required to contribute towards the delivery of a number of nationally agreed programmes. These programmes will change over the Licence Period; where appropriate and possible, this will be done in consultation with the Supplier and AHSN Network.

1.3 Core national programmes for 2018-2020 have been summarised in table 1 below. The Supplier will retain flexibility around how these are delivered at a local level, in consultation with the Authority.

Table 1

National Programme		Descriptor
1.	**National Innovation Uptake Programme**	A number of locally identified, tested and evaluated innovations that have been assessed and approved for national spread and adoption based on benefits realisation for patients and the NHS: 1) PINCER; 2) The Atrial Fibrillation (AF) programme; 3) The transfer of care around medicines (TCAM); 4) Serenity Integrated Monitoring (SIM); 5) ESCAPE-Pain; 6) PreCePt; and 7) Emergency Laparotomy. The programme will be delivered by the Supplier and AHSN Network, with the contribution and "fair share" of the Supplier agreed in their Business Plan

National Programme		Descriptor
2.	**Innovation and Technology Payment (ITP) (includes the Innovation and Technology Tariff pathfinder)**	A national incentives programme intended to reduce difficulties and barriers experienced by innovators and clinicians in getting uptake and spread of new technologies and services, at the latter stages of the research and innovation pipeline, into use in the NHS. The programme removes the need for multiple price negotiations between providers and suppliers, and instead guarantees automatic reimbursement when an approved innovation is used, whilst at the same time allowing the Authority and Department of Health and Social Care to negotiate national "bulk buy" discounts on behalf of hospitals, GPs and patients. The programme builds on the Innovation and Technology Tariff pathfinder. **ITP Innovations agreed for 2018-19 are:** 1) HeartFlow – rapid diagnosis of patients with suspected coronary heart disease using advance image analysis; 2) SecurAcath – Improved stability and reduced infection risk for patients with a peripherally inserted central catheter; 3) Endocuff Vision – improved colorectal examination for patients undergoing bowel colonoscopy; and 4) Plus Sutures – reduction of surgical site infection through the use of antimicrobial suture packs. **An open call for evidence-based innovations for the 2019-20 programme is scheduled for Autumn 2018** **ITT Innovations for 2018-19 are:** 1) Episcissors-60: Guided mediolateral episiotomy to minimise the risk of obstetric anal sphincter injury; 2) Needle-free arterial non-injectable connector: Arterial connecting systems to reduce bacterial contamination

National Programme		Descriptor
		and the accidental administration of medication; 3) PneuX: Pneumonia prevention systems which are designed to stop ventilator-associated pneumonia; 4) MyCOPD: Web based applications for self-management of chronic obstructive pulmonary disease; 5) FMT: Frozen faecal microbiota transplantation for recurrent Clostridium difficile infection rates; and 6) Urolift: Prostatic urethral lift systems to treat lower urinary tract symptoms of benign prostatic hyperplasia as a day case. The Supplier must demonstrate a commitment to delivering the programme within its locality, with the contribution and "fair share" of the Supplier agreed in their Business Plan

1.4 The Supplier will also contribute to the delivery of a number of ancillary national programmes as set out in Table 2 below:

Table 2

National programme (ancillary)		Descriptor
3	**NHS Innovation Accelerator**	A programme to identify and support a small cohort of individuals (minimum of 8) each Year with potentially high impact, evidence-based innovations, to enable them to be further trialled, tested and evaluated for wider spread at pace across the health and care system. The programme generates system-wide learning as to the conditions and culture necessary to support the rapid adoption of new innovations. The programme is managed and hosted by UCL Partners AHSN on behalf of the AHSN Network. Supplier must demonstrate a commitment to supporting the NHS Innovation Accelerator national programme in their Business Plan, including a financial contribution agreed through the AHSN

National programme (ancillary)		Descriptor
		Network.
4	**Small Business Research Initiative (SBRI) (2018-20)**	The SBRI healthcare programme aims to (1) support and accelerate the development of new technologies at the early stages of the research and innovation pipeline to address specific areas of unmet need in the NHS through a series of competitive challenges, and; (2) promote UK economic growth by supporting the growth and development of smaller companies. The SBRI programme is currently under review however, the Supplier must demonstrate an ongoing commitment to support the national programme. Activities may include scoping NHS need, supporting the competition process, contributing to the SBRI management boards and promoting the SBRI programme.
5	**Test Beds (2018-20)**	The Test Beds programme, launched in 2016, are NHS-innovator partnerships, building infrastructure and rigorously testing and evaluating innovative combinations of technology and pathway development with the aim of improving patient outcomes and experience at the same or lower cost than current practice. The second wave of Test Beds will be funded to implement, test and evaluate combinations of digital products and pathway developments until March 2020, with up to £6 million available to allocate across successful partnerships. The Supplier must demonstrate a commitment to supporting the national Test Beds programme in their Business Plan. Activities may include: providing expertise on commercialisation and spread strategies: strengthening relationships amongst Test Bed partners and with the local health economy; and problem solving for innovator-NHS relationships if the Supplier has a Test Bed in its Footprint and championing successful innovations from the programme for all AHSN Providers.

National programme (ancillary)		Descriptor
6.	**Research**	A core element of the role of the AHSN Network since its inception is to support Research and development. From 2018-19 onwards the Supplier will continue to support the Research, development and innovation "ecosystem" through partnering with key research stakeholders, notably the NIHR CLAHRCs/ARCs (where relevant) to identify local Research needs, brokering evaluation and "real world" testing of products and devices and new service pathways and championing the more consistent use of evidence in NHS decision making.
7.	**Clinical Entrepreneur**	A leadership training programme that supports the development of innovative aspirations in healthcare professionals through mentorship, business skills learning and signposting to (1) retain staff within the NHS and; (2) develop a culture receptive to innovation adoption across the NHS. The Supplier must demonstrate a commitment to supporting the Clinical Entrepreneur programme in their Business Plan.

2 LOCAL PROGRAMMES

2.1 The Supplier will be required to deliver against a number of locally determined priorities and metrics agreed with its Sustainability and Transformation Partnership(s), Integrated Care System (ICS) and the Regional Team as set out in table 3 below. The Supplier must work positively and proactively with local STPs and ICSs to identify and support implementation of transformation plans.

2.2 The Regional Teams will broker these negotiations and sign off on final commitments as part of the biennial business planning process, subject to annual review.

Table 3

	Local Programme	Descriptor
8.	**Service Transformation**	A bespoke programme of locally determined services and activities undertaken by the Supplier in support of its Sustainability and Transformation Partnership(s), its Integrated Care Systems and its local healthcare economies

	Local Programme	Descriptor
		to address specific local needs and challenges. Activities include: identification of innovations to address specific issues; support to implement adoption of innovation(s) at a local level, including further testing and evaluation; provision of additional research and development capacity.

3 OTHER SERVICE REQUIREMENTS

3.1 The Supplier must use reasonable endeavours to ensure future interoperability of its IT systems to support the National Programmes (defined in Schedule 2) to enable the effective flow and management of information.

3.2 The Supplier is required to retain its current Footprint. Where future geographical changes may be sought these must be agreed in advance with the Authority, with the exception of ad hoc projects otherwise agreed. The Authority will consult with other National Commissioners in respect of any such proposals agreed in advance.

3.3 For National Commissioner funded programmes, the Supplier is required to adapt the NHS logo to its existing branding, for inclusion in information and promotional materials including: website home page; online and printed corporate documents (e.g. annual report and Business Plan); display and event materials (e.g. banners and stand exhibition design); and, other relevant designed/branded information materials. Use and placement of the NHS logo will be in line with the Authority's brand guidelines and will be agreed by the Authority in consultation with the AHSN Network. Use of the NHS logo will take effect immediately upon such agreement being given by the Authority. Other programme-specific branding may be required by the Authority and will be notified to the Supplier if required.

3.4 The Supplier must support as a member of the AHSN Network the strategic engagement forum established between the National and Regional Teams, National Commissioners and the AHSN Network Chief Officers to discuss current issues, ways of working and new developments.

SCHEDULE 3

FUTURE WAYS OF WORKING

1 **PART ONE: Principles Underpinning Future Working**

1.1 The Supplier must adhere to the following principles when conducting itself and in the delivery of its activities to meet the **Core Objectives** set out within this Master Licence:

1.2 **Collaboration**: the Supplier must work collectively as part of the AHSN Network to support the identification of improvement programmes and innovations that will deliver benefits for patients. In discussion with National Commissioners, the Supplier and AHSN Network must identify successful spread and adoption methodologies and apply these across AHSN Network localities where appropriate to do so;

1.3 **Local**: the Supplier must retain its local identity and continue to build and strengthen its local and regional networks. The Supplier will work with, and support, its local partners, including local STPs and ICSs to seek out solutions to address specific locally identified needs;

1.4 **Developmental:** The Supplier will develop its individual and collective capacity and capability, sharing lessons learnt, and the Authority will endeavour to support this through effective governance and assurance. Where shortcomings have not been able to be addressed through this developmental approach, the Parties will have access to a clear performance pathway and dispute resolution procedure;

1.5 **Strong and Proportionate Accountability:** accountability will be both at Supplier level and collectively across the AHSN Network through the Regional Teams and National Team. A peer review approach across the AHSN Network will be integral to collective ownership and delivery of the Core Objectives. Where shortfalls are identified these should be collectively addressed by the AHSN Network wherever possible. Where issues cannot be resolved by the AHSN Network these will be escalated to the Authority;

1.6 **Standardised and Consistent:** in order to reduce variation across the AHSN Network as a whole, the Supplier (working with the other AHSN Providers) must make clear its universal offer, together with a standardised set of services to the NHS, industry and academia that is agreed and implemented;

1.7 **A Stronger AHSN Network Brand:** Academic Health Science Network Providers should become the "front door" to the innovation landscape, the "go to place" for

expertise and experience, supporting innovators to navigate the wider system and shaping how the NHS systematically identifies, disseminates and adopts new medicines, technologies and processes.

2 PART TWO: AHSN Central Office

2.1 The Supplier is required to support, contribute to and fund its fair share, as part of the AHSN Network, a strong and effective AHSN Central Office, which in turn is accountable to both the AHNS Network and the National Commissioners. The core functions and responsibilities of the AHSN Central Office must include the ability to:

2.1.1 Facilitate collective working, learning and knowledge exchange in line with the Core Objectives and, where required, other requirements of national commissions;

2.1.2 Be responsive to the needs of the AHSN Network, aligning the individual needs and requirements of each national commission;

2.1.3 Represent the AHSN Network in national policy or programme conversations;

2.1.4 Coordinate the timely return and collation of reporting requirements to support the assurance process (see Schedule 5);

2.1.5 Coordinate national engagement activity with the Authority and National Commissioners, where appropriate, supporting inward and outward facing communications where required;

2.1.6 Agree and create the standardised set of services to be offered to the NHS, industry and academia, to fulfil the requirement to make clear the AHSN universal offer;

2.1.7 Make the Authority aware, together with other National Commissioners where appropriate, where individual AHSN Providers are failing to support their "fair share" contribution of national commissions; and

2.1.8 Undertake other functions on behalf of the Authority, other National Commissioners as appropriate and/or the AHSN Network. Such functions will be agreed and reviewed on a regular basis in line with the governance and assurance framework set out in Part 1 of Schedule 5.

2.2 In order to deliver these functions, the Suppliers are required to collectively co-design with National Commissioners and agree AHSN Central Office objectives, structures, processes and resource requirements in advance of the Commencement Date. An

outline of the AHSN Central Office structures must be agreed with the National Commissioners in advance of the Commencement Date.

2.3 The AHSN Central Office structures should consist of a clear outline of working groups, their roles and responsibilities, membership, reporting arrangements and lines of accountability.

2.4 The Parties agree that it is their joint intention that the AHSN Central Office structures must complement rather than duplicate national programme governance. The Parties further agree that any decision that is binding on the AHSN Network must not conflict with the national programme governance. National Commissioners will have the right to challenge the structures of the AHSN Central Office where there are concerns that any decisions binding on the AHSN Network, are in conflict with the national programme governance.

2.5 Suppliers will need to comply, in principle, with the agreed actions of the AHSN Central Office, or explain their reasons for a failure to do so.

2.6 In order to carry out its functions set out in clause 2.1 of this Schedule 3, the AHSN Central Office will have the ability to track and/or monitor the individual contributions of each AHSN in support of developing and maintaining a strong and effective AHSN Central Office.

2.7 For the avoidance of doubt, any breach of this clause by the Supplier will not be a material breach for the purposes of clause 11.1.1 of Schedule 13.

SCHEDULE 4

PERFORMANCE MEASURES

Table 1 summarises the Performance Measures that the Supplier and AHSN Network are required to report against from 1 April 2018 to 31 March 2020. This includes:

- Performance metrics with targets (detail provided in Table 2);
- Data that underlies performance metrics – for which there are no targets (detail provided in Table 3);
- Information for learning and development (detail provided in Table 4).

The detail provided in Table 2–4 represents the Authority's best indication of what Performance Measures in Table 1 will entail. This may be subject to change. Any changes will be made in consultation the AHSN Network.

Table 1: Summary of Performance Measures

^Key: Data collected by AHSNs Data calculated from formulae Data collected from other sources eg audit, hospital episode statistics

Category	Metric type	Measure*	Source^
Benefit to Patients & NHS	% spread of nationwide innovations and improvements	Spread at patient level vs target for national programmes	
		Spread vs target for ITT/ITP products	
		Underlying data: Stages of adoption for each national programme	
		Underlying data: Stages of adoption for each ITP product	
	Benefit to the NHS - £	Health system ROI projection vs target for national programmes	
		Underlying data: ROI of local programmes	
	Patients benefitting	Learning and development: Evaluation of the outcomes of national	

Category	Metric type	Measure*	Source^
		programmes	
Economic growth	Number of jobs created and safeguarded	Number of jobs created and safeguarded vs target	
	Investment leveraged	Value of investment leveraged vs target	
	Contracts awarded	Underlying data: Number of contracts awarded	
		Underlying data: Value of contracts awarded	
	Exports	Underlying data: Value of exports included in case studies	
	All	Underlying data: Number of companies receiving AHSN support (by level)	
		Underlying data: Qualitative case studies from Level 4 Strategic partnerships	
Benefit to innovation stakeholders	System confidence	Stakeholder satisfaction by stakeholder group (tbc)	
Other	Other	AHSN turnover from sources other than the National Commissioners	

Table 2: Performance metrics and targets

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
Benefit to Patients & NHS	% spread of nationwide innovations and improvements	Spread at patient level (except PINCER) vs target for national programmes: • Number of GP practices adopting	Total sum of signed off individual AHSN Business	Signed off AHSN Business Plans for £43.6m case	Supplier and AHSN Network: • Number of GP practices adopting	Quarterly	Local + National

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		PINCER-type technology • Number of people screened for AF *(alternatives: number of patients diagnosed with AF, number of cases of AF detected, number of eligible AF patients newly anti-coagulated – AHSN Network Metrics Group to confirm)* • Number of discharges using Transfer of care *(alternatives: number of completed referrals using TCAM – AHSN Network Metrics Group to confirm)* • Number of people commencing ESCAPEPain programmes *(alternatives: number of people attending >=75% of ESCAPE-Pain sessions – AHSN Network Metrics Group*	Plans for £43.6m case *Polypharmacy target to be proposed by AHSN Network Metrics Group and agreed with NHSE by 31 March 2019*	*Polypharmacy target to be proposed by AHSN Network Metrics Group and agreed with NHSE by 31 March 2019*	PINCER-type technology • Number of discharges using Transfer of care • Number of people attending >=75% of ESCAPE-Pain sessions • Number of high-intensity cases covered by SIM • Polypharmacy measure Potentially national / other data source: • Number of people added to AF Register • Babies provided with MgSO4: NNAP audit • Number of		

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		to confirm) • Number of babies where MgSO4 given *(alternatives: proportion of eligible babies given MgSO4 – AHSN Network Metrics Group to confirm)* • Number of emergency laparotomies in hospitals implementing the pathway • Number of high-intensity cases covered by SIM • Polypharmacy – *currency to be proposed by AHSN Network Metrics Group and agreed with NHSE by 31 March 2019*			hospitals implementing Emergency laparotomy pathway or number of emergency laparotomies: ELC or NELA dashboard		
		Spread vs target for ITT/ITP products (excluding Pneux and faecal transplant) • Number of Heartflow scans to have been appropriately used by	AHSNs *Target to be proposed by AHSN Network Metrics Group*	AHSNs *Target to be proposed by AHSN Network Metrics Group*	NHSE ITT/ITP supplier data accepted as valid dataset by NHSE ITT/ITP Programme Board	Quarterly	Local + National

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		31 Mar 2019 • Number of Endocuffs to have been sold by 31 Mar 2019 • Number of hospitals using PlusSutures by 31 Mar 2019 • Number of SecurAcaths to have been sold by 31 Mar 2019 • Number of web-based applications for the self-management of chronic obstructive pulmonary disease to have been used by 31 Mar 2019 (N.B. MyCOPD is the only NHS Digital approved application in pulmonary rehabilitation) • Number of guided mediolateral episiotomy scissors to have been used by 31 Mar 2019 (N.B. Episcissors60 is the	*for the majority of products and agreed with NHSE by 31 August 2018*	*for the majority of products and agreed with NHSE by 31 August 2018*			

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		only device on the market) • Number of needle free arterial connecting systems with one-way valve sold by 31 Mar 2019 (Amdel, the Non-Injectable Connector is the only device on the market) • Number of day case procedures using prostatic urethral lift systems to treat lower urinary tract symptoms of benign prostatic hyperplasia by 31 Mar 2019 (NeoTract – Urolift, this is the only device on the market) • Number of mobile ECG devices sold to the Innovation agency that have been registered for patient use by 31 Mar 2019					
	Benefit to the NHS - £	Health system ROI projection vs target for	Total sum of individual	AHSN Business	ROI calculated with patient level	Quarterly	Local + National

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		national programmes: • PINCER • AF • TCAM • ESCAPE-Pain • PreCept • Emergency laparotomy • SIM • Polypharmacy – ROI *formula to be proposed by AHSN Network Metrics Group and agreed with NHSE by 31 March 2019*	AHSN Business Plans for £43.6m case	Plans for £43.6m case	spread data (except PINCER for which organisation level data is acceptable)		
Economic growth	Number of jobs created and safeguarded	Number of jobs created and safeguarded vs target	AHSNs: 250 jobs over 2 years	National target allocated on a per capita basis	AHSNs to submit data based on AHSN Network reporting template	Annually	National
	Investment leveraged	Value of investment leveraged (private and public) in the public domain vs target *Note: All investment to be captured in Q1 and Q2. AHSNs to review with*	AHSNs:180M over 2 years				

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		commissioners if investment types need to be disaggregated for Q3 onwards					
Benefit to innovation stakeholders	System confidence	Stakeholder satisfaction by stakeholder group *Note: The stakeholder survey is currently being redesigned. Specific metrics will depend on questions included in the survey.* *Questions will cover:* • *Collaboration + Knowledge sharing* • *Articulating Needs + Communicating Demand e.g. stakeholder agreement with survey statement "As a result of AHSN activity, innovators have a clearer understanding of local priorities and evidence requirements"*	N/A The Authority will measure AHSN evidence of addressing survey results within local Supplier Business Plans	Satisfactory progress on AHSN improvement plans relating to survey results	Stakeholder survey Supplier Business Plans AHSN improvement plans	Annually	Local + National

AHSN metrics framework		Authority requirements					
Category	**Metric type**	**Measure**	**Source of national target**	**Source of AHSN target**	**Data source**	**Reporting frequency**	**Level**
		• *Adoption + Spread / Signposting e.g. stakeholder agreement with survey statement "As a result of AHSN activity, innovators have a clearer understanding of product development pathways, public support offers, and market access opportunities"* • *Confidence in level of support shown by stakeholders other than the commissioners* *The following will be considered during survey redesign:* • *Sampling approach* • *Scoring and aggregation*					

Table 3: Data that underlie performance metrics

AHSN metrics framework		Authority requirements			
Category	**Metric type**	**Measure**	**Data source**	**Frequency**	**Level**
Benefit to Patients & NHS	% spread of nationwide innovations and improvements	Stages of adoption for each national programme, based on proposal by AHSN Network: • Knowledge • Interest • Decision • Implementation • Confirmation • Sustain	AHSNs to submit data based on AHSN Network reporting template	Quarterly, for as long as confidence is required via this dataset	Local + National
		Stages of adoption for each ITP product, based on proposal by AHSN Network			
		Stages of adoption for each AAP product deemed suitable for AHSN support, based on proposal by AHSN Network			
	Benefit to NHS - £	ROI of local programmes	AHSN Network ROI tool	Quarterly	Local + National
Economic growth	Number of jobs created and safeguarded	Number of companies receiving AHSN support based on levels proposed by AHSN Network: Level 1: Triage and sign-posting Level 2: Refining and developing the offer Level 3: In-depth support Level 4: Strategic partnership Qualitative case studies from Level 4 Strategic partnerships	AHSNs to submit data based on AHSN Network reporting template	Quarterly (for AHSN data) and annually (for data sourced from companies)	Local + National
	Investment leveraged				
	Contracts Awarded				
	Exports		AHSNs		Local

AHSN metrics framework		Authority requirements			
Category	**Metric type**	**Measure**	**Data source**	**Frequency**	**Level**
	Contracts Awarded	Number of contracts awarded	AHSNs to submit data based on AHSN Network reporting template		National
		Value of contracts awarded	AHSNs to submit data based on AHSN Network reporting template		National
	Exports	Value of exports included in Level 4 strategic partnership case studies	AHSNs to submit data based on AHSN Network reporting template		Local + National
Other	Other	AHSN turnover from sources other than the National Commissioners	NHSE to gather from finance returns	Quarterly	National

Table 4: Information for learning and development

AHSN metrics framework		
Category	**Metric type**	**Authority requirements**
Benefit to patients and NHS	Patients benefitting	Evaluation of the outcomes of national programmes which could be: a) Evaluations that are already commissioned (e.g. SIM, ESCAPE-Pain) b) Existing national data sets (e.g. SNAF, National Emergency Laparotomy Audit, National Neonatal Audit) c) Internal evaluations which NHSE would fund with additional investment and structure together with AHSNs

AHSN metrics framework		
Category	**Metric type**	**Authority requirements**
		(e.g. PINCER, TCAM, PReCePT). Not all AHSNs would be required to participate. Potential measures to be reported are outlined below, but these would be confirmed once evaluation strategy is agreed: • PINCER: Reduction in medication errors • AF: Reduction in number of AF-related strokes • Transfer of care: Reduction in readmission rates • Transfer of care: Reduction in length of stay • ESCAPE-Pain: Average change in patient HADS, KOOS and SWEMWBS score (*evaluation currently planned/being undertaken*) • PReCePT: Increase in MgSO4 use (*National Neonatal Audit Programme*) • Emergency laparotomy: Reduction in length of stay (*National Emergency Laparotomy Audit*) • Emergency laparotomy: Reduction in mortality (*National Emergency Laparotomy Audit*) • Emergency laparotomy: Observed vs expected mortality (*National Emergency Laparotomy Audit*) • SIM: For high intensity cases, a reduced number of ambulance deployments (*London evaluation*) • SIM: For high intensity cases, a reduced number of police incidents (*London evaluation*) • SIM: For high intensity cases, a reduced number of mental health assessments (*London evaluation*) • SIM: For high intensity cases, a reduced number of A&E attendances (*London evaluation*) • SIM: For high intensity cases, a reduced number of mental health bed days (*London evaluation*)

SCHEDULE 5

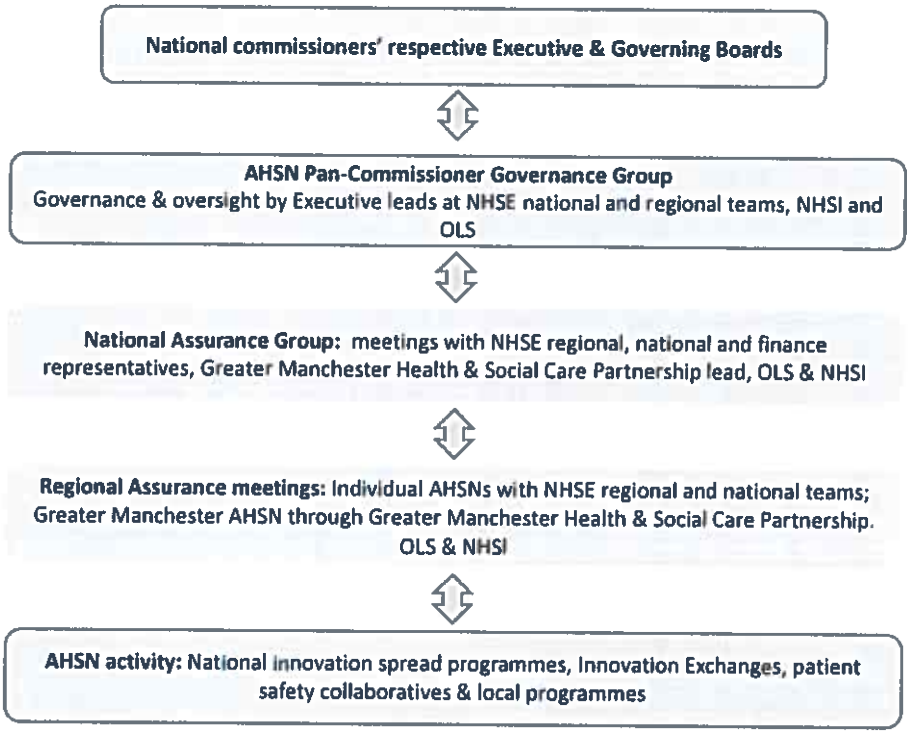
PLANNING, GOVERNANCE AND ASSURANCE ARRANGEMENTS FOR INITIAL SERVICES AND SERVICES

PART ONE: GOVERNANCE AND ASSURANCE

1 GOVERNANCE AND ASSURANCE FRAMEWORK

1.1 Governance and Assurance arrangements for the Licence Period are set out in Figure 1 below.

Figure 1



1.2 The governance and assurance arrangements will operate across 4 tiers:

Tier 1: Regional Assurance Group meetings with individual AHSNs;

Tier 2: National Assurance Group with the Authority's Regional Medical Director team, National Team, and National Commissioners, where applicable;

Tier 3: AHSN Pan-Commissioner Governance Group;

Tier 4: National Commissioners' Executive and Governing Boards

2 TIER 1: Regional assurance meetings with individual AHSNs

2.1 Authority-led Regional Assurance Group meetings will undertake robust assurance of individual Supplier performance against the requirements of the Master Licence and any Future Licences including:

2.1.1 Review individual Supplier performance and delivery against the requirements of the Master Licence and any Future Licence and national and local commissions, managing any risks where identified;

2.1.2 Financial monitoring;

2.1.3 Providing support where required, e.g. to address barriers, make connections;

2.1.4 Facilitating further joint working between the Supplier and the AHSN Network to share knowledge and learning exchange.

2.2 Assurance will be led by the Authority through the Regional Medical Directors and their teams on a quarterly basis or more frequently where required, with support from the National Team.

2.3 National Commissioners, who have entered into, or will enter into, a Future Licence, will provide specialist advice and support to the Regional Medical Director Teams, including the option to join the Regional Assurance Group meetings, to enable robust assurance of their specific programmes.

2.4 The Supplier will be required to submit quarterly performance reports, which will include the completion of a standardised assurance reporting template issued by the Authority in time to inform the Regional Assurance Group meetings. Actions that might flow from the Regional Assurance Group meetings include the requirements on AHSNs to resubmit reports and data, to participate in additional and/or more frequent assurance meetings, to return additional and/or more frequent data, to be subject to a financial audit, or to develop and to develop and agree a recovery or improvement action plan, with clear deliverables and dates, to get performance back on track.

2.5 The Chief Officer and financial lead, where possible, from the Supplier organisation is required to attend the Regional Assurance Group meetings.

3 TIER 2: AHSN National Assurance Group

3.1 The National Assurance Group will provide tactical oversight of the AHSN national programme following the Regional Assurance meetings. The National Assurance Group will meet quarterly, comprising representation from the Authority's national and Regional

Medical Director teams, Finance, Greater Manchester Health and Social Care Partnership and any current or future co-commissioners.

3.2 The Authority's Regional Medical Director, national and finance teams will provide RAG rated reports on individual AHSN performance, finance and progress, together with wider regional issues, trends or concerns including any identified risks. The National Assurance Group will ensure consistency of approach is taken to Regional Assurance Group meetings and provide quality assurance of RAG ratings, including agreement of final RAG rating.

3.3 The National Assurance Group will undertake, where possible, benchmarking of all AHSN Providers within each programme to ensure learning and intelligence is shared appropriately and consider whether action needs to be taken if there are shared performance concerns. It will have the power to review remedial action plans and raise concerns if necessary. Individual disputes or concerns that could not be resolved at the regional assurance level will be escalated to the National Assurance Group for resolution where possible.

3.4 The National Assurance Group, with support from the National Team, will agree high level performance and finance reports, and make recommendations for action to the AHSN Pan-Commissioner Governance Group. In addition, the National Assurance Group will offer a view on whether the AHSN Central Office function is delivering on its priorities as set out in clause 2.1 of Schedule 3.

3.5 Greater Manchester AHSN will report through to Greater Manchester Health and Social Care Partnership, however there will be a formal reporting mechanism through to the National Assurance Group to ensure programme alignment both regionally and nationally and to ensure it is receiving the full range of support available.

4 TIER 3: AHSN Pan-Commissioner Governance Group

4.1 The AHSN Pan-Commissioner Governance Group will be responsible for providing leadership and strategic direction to the AHSN programme and related programmes of work, ensuring alignment of commissioning activity across principal AHSN commissioners.

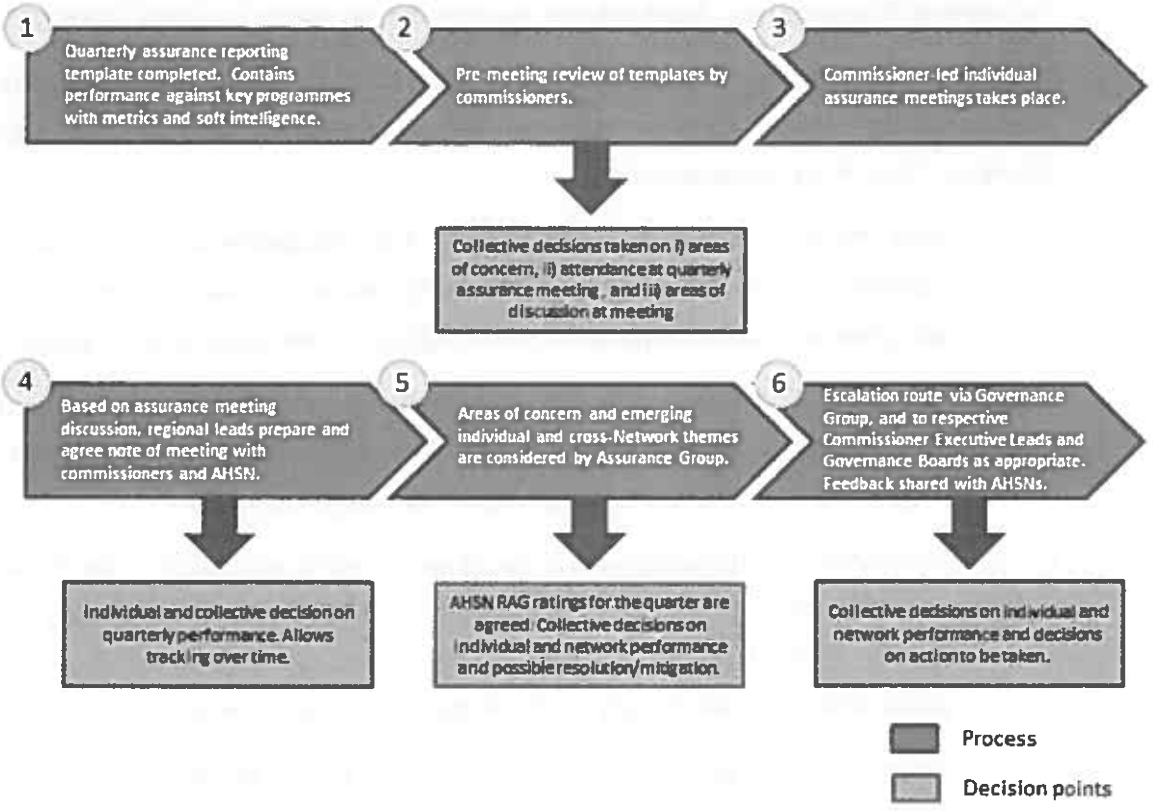
4.2 The AHSN Pan-Commissioner Governance Group will receive high-level performance reports, to support future planning and consider performance or other operating concerns escalated to them from the National Assurance Group and agree appropriate course of action. The range of actions open to the AHSN Pan-Commissioner Governance Group will include whether to issue a letter of concern to an individual AHSN, or the AHSN Central Office, whether to withhold funds, whether to allow changes to the Footprint, or whether to terminate an AHSN licence. Matters that cannot be resolved in the AHSN Pan-

Commissioner Governance Group would be escalated to the National Director and/or Chief Executive within the Authority and to the equivalent in co-commissioning organisations where applicable

4.3 The AHSN Pan-Commissioner Governance Group will meet twice yearly, with a mechanism to be convened at other times where urgent matters arise.

4.4 The flow chart in Figure 2 below summarises the assurance process and key decision points. The Authority will use its reasonable endeavours to issue guidance to the Supplier and AHSN Network, including a full process map, timeline and assurance requirements for the Initial Services prior to the Commencement Date.

Figure 2



4.5 Where significant concerns have been identified then the escalation protocol will follow set out in Part Five: Management Levels for Escalation and Dispute resolution in clause 10 below.

5 TIER FOUR: National Commissioners Executive and Governing Boards

5.1 The Authority's Executive Group and the Authority's Board will have overall strategic oversight of the AHSN programme and Initial Services, including funding and future

investment decisions, programme alignment and where concerns have been escalated, can withhold funding or require that Services be decommissioned.

5.2 Where decisions could impact on delivery of National Commissioners' programmes, then the Authority will consult with National Commissioners to ensure risks to delivery are mitigated.

PART TWO – AHSN PLANNING

6 AHSN BUSINESS PLANNING

6.1 Business Planning will take place every two Years, with a mid-point annual review. A standard template, which will be issued by the Authority, is to be used to ensure consistency across all AHSN Providers and to support the assurance process. Under exceptional circumstances, there may be requirements to revise Business Plans in Year.

6.2 The Supplier is required to work with their local and national partners to develop their Business Plans for their Footprint, involving clinical and policy leads where appropriate. Business Plans must demonstrate:

6.2.1 How the Supplier will deliver against the **Core Objectives:** (1) Generate a rich pipeline of demonstrably useful evidence-based innovations; and 2) Support adoption and spread of proven evidence-based innovations across England;

6.2.2 Implementation plans against agreed national programmes requirements and Performance Measures set out in Schedule 4 including National Commissioner requirements where applicable as set out in Future Licences;

6.2.3 Cross AHSN participation and a 'fair share' overall contribution to AHSN Network objectives and performance measures for collective national programmes. It is for the AHSN Network to agree the 'fair share' with the Authority using such guidance on allocation basis as the Authority may determine;

6.2.4 Financial Plans, setting out detailed projected spend against national and local programmes, including back office costs;

6.2.5 Project and risk management capabilities to ensure effective delivery of obligations under this Master Licence;

6.2.6 Commitment to work flexibly and in support of other AHSN Providers to ensure resources, skills and expertise are maximised across the AHSN Network to achieve delivery of national programmes.

6.3 The Supplier must work with the Regional Teams to finalise its Business Plans, supported by the Authority's central AHSN programme team and National Commissioners, where applicable.

6.4 The Parties shall use reasonable endeavours to ensure that Business Plans are signed off by the Regional Team, in consultation with the Authority's National Team and National Commissioners, where applicable, by 31 August 2018 (or such other date as agreed with the Authority) to allow funding to be released and the Supplier to deliver the Services and Core Objectives.

6.5 The sequence for sign off is:

6.5.1 Review of Business Plan by the Authority's Regional and National Teams;

6.5.2 Review by National Commissioners, where applicable for their specific programmes, ensuring alignment where possible;

6.5.3 If the Authority's Regional and National Teams, together with National Commissioners, where applicable are content with the Business Plan it will be signed off and a letter issued to the Supplier from the Authority's Regional Medical Director confirming this on behalf of all commissioners;

6.5.4 Where there are outstanding concerns or shortfalls with the Business Plan identified by either the Regional team, National Team or National Commissioners (in respect of those aspects of the Business Plan that relates to the Services the National Commissioner is to receive) then the Supplier will be notified in writing by the Regional Medical Director and sign off will not take place until these are addressed;

6.6 Business Plans for 2018-20 must be completed and signed off the Authority's Regional Medical Directors by no later than 28 September 2018;

6.7 Delivery against the Business Plan will be reviewed on a quarterly basis as part of the AHSN assurance process. Where significant performance concerns are identified, these reviews may take place more frequently.

7 BUSINESS IMPACT REPORTS

7.1 The Supplier will be required to produce a Business Impact Report at the end of each two-Year Business Plan, together with a mid-term interim report ("Interim Report").

7.2 The Business Impact Report and Interim Reports must include:

7.2.1 Performance against agreed national and local programmes and performance measures as set out in the Business Plan; and

7.2.2 Financial position against the Funding.

7.3 Business Impact Reports and Interim Reports must be completed by 31st May following the end of the preceding Financial Year and published on the Supplier's website.

PART THREE – ASSURANCE REPORTING REQUIREMENTS

8 ASSURANCE REQUIREMENTS

8.1 The Supplier will be required to provide, in a format specified by the Authority:

8.1.1 Bi-ennial Business Plan for 2018-20 including contribution to national programme delivery to be completed by 31 August 2018; quarterly reports against performance measures and the service requirements set out in Schedule 4;

8.1.2 Quarterly performance returns against agreed measures,

8.1.3 Quarterly financial returns against programme spend;

8.1.4 End of Financial Year mid-term interim Business Impact Report;

8.1.5 b Report for Initial Services 2018-2019 and 2019-20 and Services;

8.1.6 Contribute and support the AHSN Stakeholder Survey.

8.2 The Supplier may be required to provide further reports, including performance and financial where concerns have been identified through the Regional Assurance meetings.

8.3 The Authority will work with future national commissioners of AHSN services through this Master Services Licence to ensure that assurance is effective.

8.4 The Authority will work with the AHSN Central Office to ensure that collective performance measures are captured in an appropriate and timely manner to support the assurance process in this Master Licence.

8.5 Reporting requirements are set out below in Table 1. All "Due dates" are subject to change and any change will be agreed in consultation with the AHSN Network:

Table 1:

Requirement	Description	Frequency	Main author	Submitted to	Due date
Business Plan	Word/PDF document describing Core Objectives and how the Supplier plans to achieve them – guidance on any additional requirements will be provided	Biennial (reviewed mid-term	The Supplier	The Authority's Regional Medical Director team, National Team and National Commissioners	31 August 2018 with annual mid-term review

Requirement	Description	Frequency	Main author	Submitted to	Due date
	annually by the Authority				
AHSN performance measures	Excel document/online platform containing AHSN level measures developed by National Commissioners in consultation with the AHSN Central Office	Quarterly	The Supplier and AHSN Providers	The Authority's Regional Medical Director, National Commissioners and the AHSN Central Office	3 weeks after the end of each quarter or as may be agreed between the Authority and the AHSN Network in respect of individual performance measures
AHSN Financial report	Excel document outlining Supplier spend against national and local programmes	Quarterly	The Supplier	The Authority's Finance Lead, Regional Medical Director team, National Team and National Commissioners	3 weeks after the reporting templates are provided to the Supplier
AHSN quarterly Assurance Reporting template	Excel document /online platform containing assurance reports developed by National Commissioners for AHSN self-assessment	Quarterly	The Supplier	The Authority's Regional Medical Director team and National Commissioners	3 weeks after the reporting templates are provided to the Supplier
AHSN Network performance measures	Excel document/online platform containing network level measures developed by National Commissioners in consultation with the AHSN	Quarterly	AHSN Network Metrics Group	The Authority's Regional Medical Director, National Commissioners	5 weeks after the reporting templates are provided to the Supplier

Requirement	Description	Frequency	Main author	Submitted to	Due date
	Network Metrics Group				

PART FOUR: FINANCIAL ASSURANCE AND PROCEDURES

9 FINANCIAL ASSURANCE

9.1 The Supplier must comply with the following:

9.1.1 Provide quarterly finance reports in the format specified by the Authority, to include all AHSN Network expenditure and all income from all sources of Supplier funding;

9.1.2 Ensure that all financial allocations are planned to be invested in a Financial Year;

9.1.3 Where any underspend in allocations needs to be carried forward to another Financial Year agreement must be obtained in writing from the Authority, prior to the end of that Financial Year;

9.1.4 The Supplier must ensure that a minimum of 75% of the Authority's allocation is invested in programmes that directly benefit patient care;

9.1.5 The Supplier can seek to agree any proposed underspend with the Authority provided that this is done by the end of November in each Financial Year. The Authority's agreement is entirely discretionary but will not be unreasonably withheld;

9.1.6 Where the Supplier has a significant underspend (defined as £100,000 or 10% of the annual funding from the Authority in a Financial Year, whichever is the greater) in a Financial Year which has not been committed and previously agreed by the Authority then the Authority reserves the right to reduce or withhold part of any allocation to be made in the following Financial Year.

9.2 The Authority will share financial reports with National Commissioners of AHSN services through the assurance process in Schedule 5, where applicable, each Quarter and end of each Financial Year, to support the effective management of programme funding. The Authority will work with National Commissioners where concerns have been identified through financial assurance and these will be addressed through clause 10 below.

9.3 The following financial procedures must be adhered to:

9.3.1 The Supplier must have a balanced opening plan (planned expenditure not greater than planned income for the Financial Year);

9.3.2 Subject to clause 9.1.5, all unused allocations from the previous Financial Year must be carried forward and included in the opening plan in full;

9.3.3 The Supplier must have a balanced year end forecast and outturn including all sources of income including brought forward unutilised allocations from previous Financial Years;

9.3.4 The Supplier must disclose all additional sources of income contributing to the AHSN programme / Core Objectives;

9.3.5 The Supplier must disclose any contingency held or provision created and the purpose of the contingency or provision;

9.3.6 The Supplier must ensure that corporate overheads are reported accurately and completely and are relevant and proportionate to the relative size and turnover of the Supplier.

PART FIVE: ESCALATION, DISPUTE RESOLUTION AND DECOMMISSIONING

10 MANAGEMENT LEVELS FOR ESCALATION AND DISPUTE RESOLUTION

10.1 The Authority will operate the following escalation process where concerns have been identified.

10.2 The Supplier's performance will primarily be managed by the Regional Teams, with support from the National Team, involving National Commissioners where appropriate as set out in this Schedule 45. Regional Assurance Group meetings will review, each quarter, the Supplier's performance and delivery against the requirements of this Master Licence and will manage any identified risks. These requirements will be RAG rated with unsatisfactory performance against previously agreed targets flagged as a red rating. The Regional Team will agree a consensus of progress and issues each quarter, with National Commissioners where appropriate.

10.3 Where concerns about the Supplier's performance have been raised at the Regional Assurance Group meeting or the National Assurance Group meeting, and/or the Supplier has received a red RAG rating on a number of performance measures, the Authority will notify the Supplier in writing. The Supplier will be provided with a reasonable opportunity to respond to the concerns raised.

10.4 Where the Regional Team has identified unsatisfactory performance, it may:

10.4.1 Require Monthly Regional Assurance Group meetings to be undertaken with the Supplier until such times as performance concerns are resolved;

10.4.2 Request and receive additional information, depending on the area of concern, including additional performance data, delivery plans and financial information;

10.4.3 Where there are ongoing financial management concerns the Supplier may be subject to external financial audit;

10.4.4 Require that the Supplier develop and agree an improvement or recovery plan, which contains specific deliverables and dates, which would be monitored through the Regional Assurance Group meetings.

10.5 If the step taken under clause 10.4 above do not lead to the resolution of performance concerns or the Supplier does not provide sufficient (as considered in the sole discretion of the Authority, in consultation with National Commissioners where applicable) explanation or justification for poor performance the Regional Team, will escalate the matter to the National Assurance Group. The Supplier will be given a further reasonable opportunity to demonstrate to the National Assurance Group any mitigating factors leading to poor performance. The National Assurance Group will then take a collective decision on individual Supplier and AHSN Network performance and any potential resolution or mitigation.

10.6 The National Assurance Group will consider whether any mitigation submitted by the Supplier and AHSN Network, where applicable, provides an acceptable explanation for poor performance. If no mitigation is provided or the National Assurance Group considers that such mitigation is inadequate or insufficient (in its sole discretion) it will escalate the matter to the AHSN Pan-Commissioner Governance Group.

10.7 On referral from the National Assurance Group under clause 10.5 above the AHSN Pan-Commissioner Governance Group may decide whether to take action against the Supplier for poor performance. The AHSN Pan-Commissioner Governance Group will write to the Supplier detailing the action or actions to be imposed and will call for a meeting between the Chair and Chief Executive of the Supplier, the Authority's Regional Medical Director, the Director for the National Team and National Commissioners where applicable. Where relevant a further recovery plan will be agreed with clear milestones for improvements against the relevant RAG rating(s). A date will be agreed to review action under the recovery plan. The AHSN Pan-Commissioner Governance Group may also (without limitation) require additional Regional Assurance Group meetings to be undertaken and/or ask other AHSN Providers to support the Supplier where appropriate through the AHSN Network.

10.8 If action taken as a consequence of steps under clause 10.7 fails, in the view of the Authority in consultation with National Commissioners where applicable, to satisfactorily address the identified performance issues then the AHSN Pan-Commissioner Governance Group may at its absolute discretion, consider whether to agree to withdrawing quarterly

funding from the Supplier or take any other reasonable action to mitigate performance concerns. The Supplier will be notified in writing of any such action.

10.9 The Authority, and National Commissioners where applicable, reserve the right to withhold funding to the Supplier where:

10.9.1 The Supplier fails to fully participate with the Regional Assurance Group process, including provision of required reporting information – data must be timely, accurate and consistent with definitions set by the Authority;

10.9.2 Consistently fails to deliver on national performance measures;

10.9.3 Refuses to participate in a Financial Audit where one has been required;

10.9.4 The Supplier is carrying a significant financial surplus for which plans for spend are considered inadequate (as determined at the sole discretion of the Authority, with National Commissioners where applicable).

11 DECOMMISSIONING

11.1 Where significant, ongoing, concerns remain, which the Supplier has been unable to provide satisfactory mitigation for, the Authority, in consultation with National Commissioners where applicable, may consider decommissioning the Supplier and terminating this Master Licence. Circumstances for such a decision include:

11.1.1 Misuse of funds as evidenced by a financial audit;

11.1.2 Consistent under performance with no credible recovery or improvement plan, as determined by the Authority and evidenced through the Regional Assurance Group and National Assurance Group process;

11.1.3 Risk of insolvency or bankruptcy (for non-NHS hosted) AHSN Providers as evidenced through financial audit;

11.1.4 Significant leadership failures that risk reputation damage to the Authority, National Commissioners and the wider AHSN Network.

SCHEDULE 6

FUNDING FOR INITIAL SERVICES YEAR 1 AND 2 (2018/19 – 2019/20)

1 FUNDING ALLOCATIONS

1.1 The Authority's total funding for AHSN Phase 2 programme for 2018-19 has been agreed at £43.6 million, inclusive of VAT. £21.8m has already been awarded through contract extension of the previous AHSN licence from April to the end of September 2018, leaving a further £21.8m for the new licence period October to the end of March 2019.

1.2 Funding for 2019/20 has been agreed in principle subject to confirmation.

1.3 Funding will be apportioned across the AHSN Providers utilising the agreed per capitation formula as follows:

1.3.1 AHSN Providers receive an equal base allocation which is then population adjusted;

1.3.1.1 The registered population for each AHSN Provider calculated based on constituent CCGs;

1.3.1.2 Registered populations updated annually as per NHS Digital published data;

1.3.1.3 Every CCG mapped to an AHSN Provider;

1.3.1.4 All CCGs co-terminous to a single AHSN Provider except for split CCGs with shares agreed with each respective Academic Health Science Network Provider;

1.3.1.5 Greater Manchester and any future devolved regions receive an allocation in line with their devolution agreement.

1.4 The funding allocation for 2018-19 to the Supplier under this Master Licence is £1,281,875 (exclusive of VAT).

1.5 The Authority agreed funding for the national programmes on the basis of spread and ROI calculations provided by the Supplier and other AHSN Providers in January 2018. Prior to the Commencement Date the Supplier, as part of the AHSN Network, must set out its "fair share" contribution to the national measures through the submission of an addendum to its 2018-20 Business Plan which must be agreed with the Authority. The Supplier shall adhere to a common agreed methodology, consistent with other AHSN Providers, in

calculating ROI and spread and be accountable for this through the assurance process in Schedule 5.

2 NHS Innovation Accelerator

2.1 In additional to the core national funding allocation in clause 1.1, the Authority has agreed £150,000 exclusive of VAT, funding to support the continuation and development of the NHS Innovation Accelerator Programme (see Schedule 2) for 2018-19. 50% funding has been paid for April to the end of September leaving the remainder payable through the new licence arrangements. The funding will be paid to UCL Partners who manage and host the NHS Innovator Accelerator programme on behalf of the AHSN Network.

2.2 Funding for 2019/20 has been agreed in principle subject to confirmation.

3 Innovation and Technology Payment

3.1 In addition to the core national funding allocation in clause 1.1, the Authority has agreed £527,797 inclusive of VAT, funding to provide implementation support to the Innovation and Technology Payment programme (see Schedule 2) for 2018-19. The funding will be apportioned on an equitable basis across the AHSN Providers.

3.2 Funding for 2019/20 has been agreed in principle subject to confirmation.

3.3 The Innovation and Technology payment to the Supplier for 2018-19 is £31,795 excluding VAT.

4 PAYMENTS

4.1 Funding will be paid to the Supplier quarterly in arrears, subject to satisfactory performance in accordance with the provisions of Schedule 4.

5 VAT POLICY

5.1 Under HM Treasury regulations, the NHS is only able to recover VAT on certain expenses. AHSN Provider services are not currently in scope of the NHS VAT recovery regime and so VAT (at a current rate of 20%) is an additional budget expense for the Authority for the supplier contracts with companies limited by guarantee (CLGs). The current financial policy for AHSN Provider VAT advised by the Authority's Chief Financial Officer is that contracts for CLGs must be abated by 20% to ensure the national programme budget for the AHSN Network is sufficient to cover all VAT charges.

SCHEDULE 7

ORDER FORM

ORDER FORM

Master Licence

FROM

Licence User:	
Service address:	
Invoice address:	
Authorised Representative:	Ref: Phone: E-mail:
Order number:	To be quoted on all correspondence relating to this Order
Order date:	

TO

Supplier:	KENT SURREY SUSSEX ACADEMIC HEALTH SCIENCE NETWORK
For the attention of: **E-mail:** **Telephone number:**	
Address:	

SERVICES REQUIREMENTS
Services [and deliverables] required:
Services Commencement Date:
Funding by Licence User and payment profile:

Completion date (including any extension period or periods):
ADDITIONAL REQUIREMENTS
Supplemental requirements in addition to Future Licence Terms and Conditions:
Variations to Future Licence Terms and Conditions: *[Please specify whether any of the provisions of the Future Licence concerning the use or ownership of IP are to be varied. For example, if the Authority is to own the Foreground IP generated in the Services. Please note that variations to the IP position set out in the Future Licence may cause procurement issues and so legal advice should be sought prior to entering into the Future Licence if such a variation is required.]*
PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
Key personnel of the Supplier to be involved in the Services [and deliverables]:
Performance standards:
Location(s) at which the Services are to be provided:
Quality standards:
Contract monitoring arrangements:
Management Information and meetings:

CONFIDENTIAL INFORMATION
The following information shall be deemed Confidential Information:
Duration that the information shall be deemed Confidential Information:

BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES to enter a legally binding contract with the Licence User to provide to the Licence User the Services specified in this Order Form (together with, where completed and applicable, the additional requirements set out in section 2 of this Order Form) incorporating the rights and obligations in the Future Licence Terms and Conditions set out in the Master Licence entered into by the Supplier and the Authority on [DATE].

For and on behalf of the Supplier:

Name and title:	
Signature:	
Date:	
Supplier's Authorised Representative for the Contract (if different)	[NAME]

Name and title:	
Signature:	
Date:	

SCHEDULE 8

FUTURE LICENCE TERMS AND CONDITIONS

DATED 20[ ]

(1) [AUTHORITY NAME]

- and -

(2) [NAME] ACADEMIC HEALTH SCIENCE NETWORK

FUTURE LICENCE AGREEMENT FOR SERVICES

Hempsons
Forth Banks
Newcastle upon Tyne
NE1 3PA

Tel: 0191 230 0669
Fax: 0191 231 2669

Ref: 4010/49283/29

HEMPSONS

THIS FUTURE LICENCE AGREEMENT is dated [INSERT]

BETWEEN:

(1) **[AUTHORITY NAME]** of [Insert address] (**Licence User**); and

(2) **[FULL NAME] ACADEMIC HEALTH SCIENCE NETWORK** of [ADDRESS] (**Supplier**).

(each a Party and together the Parties).

BACKGROUND

(A) Fifteen Academic Health Science Networks have been licenced under contract to the Authority to provide, operate and deliver against a number of core objectives to deliver the UK Government's policy on Innovation Health and Wealth.

(B) The Academic Health Science Networks have entered into a Master Licence with the Authority which allows the Licence User to place orders for services in accordance with the Master Licence.

(C) The Master Licence sets out the procedure for ordering Services, the main terms and conditions for the provision of Initial Services and Services and the obligations of the Supplier under the Master Licence.

(D) The Licence User is a [insert nature of entity – public body, charity etc] and has selected the Supplier to provide the Services and the Supplier is willing and able to provide the Services in accordance with the terms and conditions of this Future Licence.

(E) This Future Licence has as its primary object the delivery of research and development services as defined in regulation 14 of the Regulations and the benefits of such services will not accrue exclusively to the Licence User for its use in the conduct of its own affairs.

1 TERM OF FUTURE LICENCE

1.1 This Future Licence commences on the Commencement Date.

1.2 The Term of this Future Licence shall be as set out in the Order Form.

1.3 The Licence User shall be entitled to extend the Term by a further period or periods of up to [INSERT] (each such extension together with any such extensions, being the "Extension Period"). If the Licence User wishes to extend this Future Licence, it shall give the Supplier at least [six (6) months'] written notice of such intention before the expiry of the Term or Extension Period.

1.4 If the Licence User gives such notice then the Term shall be extended by the period set out in the notice.

1.5 If the Licence User does not wish to extend this Future Licence beyond the Term this Future Licence shall expire on the expiry of the Term and the provisions of clause 13 of Schedule 9 shall apply.

2 PROVISION OF SERVICES

2.1 The Licence User appoints the Supplier and Supplier agrees to provide the Services:

2.1.1 promptly and in any event within any time limits as may be set out in this Future Licence;

2.1.2 in accordance with all other provisions of this Future Licence;

2.1.3 with reasonable care and skill and in accordance with the provisions of the Master Licence as applicable and/or the provisions of the Order Form;

2.1.4 in accordance with the Law and Guidance;

2.1.5 in accordance with Good Industry Practice;

2.1.6 in accordance with the Policies; and

2.1.7 in a professional and courteous manner.

2.2 The Services will be performed in accordance with the Core Objectives.

2.3 The Licence User and the Supplier undertake to comply with the relevant provisions of the Schedules to this Future Licence in the performance of the obligations under this Future Licence.

2.4 In complying with obligations under this Future Licence 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.

2.5 The Supplier shall commence provision of the Services on the Services Commencement Date and in accordance with the Specification and Business Plan (if any), including without limitation any Progress Indicators.

2.6 The definitions in Schedule 1 apply to the use of all capitalised terms in this Future Licence.

Inspections and Failures

2.7 The Supplier shall notify the Licence User forthwith in writing:

2.7.1 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;

2.7.2 of any failure of the Services, or any part of them, to meet any 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.

2.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Licence User 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.

2.9 Upon receipt of a notice pursuant to clause 2.7 or any report or communication pursuant to clause 2.8, the Licence User 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.

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

2.11 The Supplier shall be relieved from its obligations under this Future Licence to the extent that it is prevented from complying with any such obligations due to any acts,

omissions or defaults of the Licence User. To qualify for such relief, the Supplier must notify the Licence User promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Licence User together with the potential impact on the Supplier's obligations. Failure to notify the Licence User within this timescale will prevent any grant of relief under this clause.

3 FUNDING OF THE SERVICES

3.1 In consideration of the Supplier's due and proper performance of its obligations in respect of the Services under this Future Licence, the Licence User will make available to the Supplier the Funding as more particularly set out in Schedule 4.

3.2 The only sums to be made available by the Licence User to the Supplier for the provision of the Services shall be the Funding set out and payable in accordance with Schedule 4. All other costs, charges, fees and expenses of whatever kind arising out of or in connection with the Future Licence shall be the responsibility of the Supplier.

3.3 Except as otherwise stated in this Future Licence, the Funding is exclusive of VAT which shall be payable, if applicable, by the Licence User in addition to the sums contained in Schedule 4.

This Future Licence has been entered into on the date stated at the beginning of it.

Signed by [NAME AND POSITION]

for and on behalf of [LICENCE USER]

.....

[Position]

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF AHSN SERVICE PROVIDER]

.....

[Director]

SCHEDULE 1

1 AGREED TERMS

1.1 Definitions and interpretation

The definitions and rules of interpretation in this clause apply in this Master Licence.

Academic Health Science Network Providers:	means the Supplier and other suppliers appointed as service providers under a Master Licence or any similar master licence agreement entered into by the Authority in respect of the Core Objectives;
Audit:	means an audit carried out pursuant to clause 7 of Schedule 9;
Auditor:	means the National Audit Office or an auditor appointed by the Authority or Licence User as the context requires;
Authorised Representative:	means the persons respectively designated as such by the Licence User and the Supplier, the first such persons being set out in clause 32 of Schedule 9;
Authority:	the NHS Commissioning Board, being the contracting authority that established the Master Licence;
Background IPR:	means all Intellectual Property Rights used in the performance of the Services owned or licensed to the Academic Health Science Network Providers, other than the Foreground IPR;
Business Continuity Event:	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this Future Licence including an influenza

	pandemic and any Force Majeure Event;
Business Continuity Plan:	means the Supplier's business continuity plan which it 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;
Business Plan:	means the business plan as submitted by the Supplier and approved by the Licence User ahead of entering into this Future Licence set out at Schedule 8;
Change of Control:	means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
Codes of Practice:	shall have the meaning given to the term in clause 1.2 of Schedule 7;
Commencement Date:	means the [INSERT];
Confidential Information:	means information, data and material of any nature, however it is conveyed, which either party may receive or obtain in connection with the conclusion and/or operation of this Future Licence that: (a) relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above; (b) designated as being confidential by either party or that ought reasonably to be considered as confidential (whether or not it is

marked as "confidential") and however it is conveyed or on whatever media it is stored; and/or

(c) Policies and other such other documents which the Supplier may obtain from the Licence User;

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);

Contracting Authority: means any contracting authority as defined in Regulation 2 of the Regulations, other than the Authority;

Core Objectives: means the service core objectives set out in Part 1 of Schedule 2;

Data: means information which is collected and/or used for the purposes of meeting the Core Objectives and Services which can be processed manually, electronically or by other means;

Data Protection Legislation: means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy (DPA); (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 Agreement	means the document appended to Schedule 7 (Information and Data Provisions) of this Future Licence;
Dispute:	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Future Licence, any matters of contractual construction and interpretation relating to the Future Licence, or any matter where this Future Licence 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 as set out in Clause 15 of Schedule 9;
Dispute Resolution Procedure:	means the process for resolving Disputes as set out in Clause 15 of Schedule 9;
Environmental Information Regulations:	shall have the meaning given to the term in clause 1.2 of Schedule 7;
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;
Financial Year:	means 1 April to 31 March;
FOIA:	shall have the meaning given to it in clause 1.2 of Schedule 7;
Force Majeure Event:	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Future Licence; (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 Licence User's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties;

but excluding, for the avoidance of doubt, the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;

Foreground IPR: means Intellectual Property that is, or has been created or developed by the Supplier during the Term in connection with the Core Objectives and/or Services;

Fraud: means any offence under any law in respect of fraud in relation to this Future Licence or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;

Funding:	means the funding to be made available to the Supplier by the Licence User in connection with the costs incurred by the Supplier in meeting the Core Objectives and provision of the Services. In the absence of agreement by the Parties to the contrary, the funding shall be inclusive of all taxes, duties, expenses and disbursements save for VAT (if applicable);
Funding Arrangement:	means the funding arrangements set out in Schedule 4;
Future Licence:	means this legally binding agreement (made pursuant to the provisions of the Master Licence) for the provision of Services made between the Licence User and the Supplier comprising an Order Form and its appendices (except that for the purposes of clause 4 of Schedule 9 only, reference to "Future Licence" shall not include the Order Form);
Future Licence Variation Procedure:	means the procedure set out in Schedule 6;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
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 Future Licence, including in accordance with any codes of

practice published by relevant trade associations;

Guidance; means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Licence User and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the European Commission, the Care Quality Commission, NHS Improvement, NHS Digital, the NHS Trust Development Authority and/or any other regulator or competent body;

Information: has the meaning given under section 84 of the FOIA;

Initial Services: means the services to be provided to the Authority under the Master Licence;

Intellectual Property, Intellectual Property Rights or IPR: means:

(a) any and all patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, Know-How (as defined below), unregistered trade marks and service marks, trade and business names, including any rights in any get-up or trade dress,

copyrights, (including rights in computer software and in websites), unregistered design rights and other rights in designs and rights in databases, subsisting anywhere in the world;

(b) the right for the maker of a database to prevent extraction or reutilisation or both of the whole or a substantial part of the content of that database, as described in Directive 96/9/EC on the legal protection of databases;

(c) rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in this definition "Intellectual Property"; and

(d) rights of the same or similar effect or nature as or to those above in each case in any jurisdiction;

Including (without limitation):

(a) the right to exploit any Intellectual Property or any right which is similar or analogous to any Intellectual Property;

(b) any licence, right or interest of any kind arising out of or granted or created in respect of any Intellectual Property;

(c) any right to bring an action for passing off or any similar or analogous proceeding;

Law: means any applicable legal requirements including, without limitation:

(a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;

(b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument);

(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;

(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

(e) requirements set by any regulatory body as applicable in England and Wales;

(f) any relevant code of practice as applicable in England and Wales; and

(g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);

Management Information: means the management information specified in Schedule 3

Master Licence:	means the licence agreement for the provision of services between the Authority and the Supplier and dated [INSERT];
Month:	means a calendar month;
NHS:	means the National Health Service;
Order:	means an order for Services sent by any Licence User to the Supplier in accordance with the procedures in the Master Licence;
Order Form:	means a document setting out details of an Order in the form set out in Part 3 of Schedule 2;
Parent Company:	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. Holding Company shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto;
Party:	means the Licence User and/or the Supplier;
Personal Data	shall have the same meaning as set out in the GDPR;
Policies:	means the policies, rules and procedures of the Licence User as notified to the Supplier 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;

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Licence User a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity; or

(b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Future Licence;

(c) committing any offence:

(i) under the Bribery Act 2010;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Future Licence or any other contract with the Licence User; or

(d) defrauding, attempting to defraud or conspiring to defraud the Licence User;

Regulations: means the Public Contracts Regulations 2015 (SI 2015/102);

Regulatory Bodies:	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Future Licence or any other affairs of the Licence User;
Requests for Information:	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;
Results:	means any outputs, findings, Data or information generated or arising from meeting the requirements of the Core Objectives or generated or arising from the Services and including any Foreground IPR therein;
Services	means the services set out in Part 2 of Schedule 1;
Staff:	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Future Licence;
Subcontract:	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of the whole or any part of) this Future Licence;
Subcontractor:	means a party to a Subcontract other

	than the Supplier;
Term:	means (subject to earlier termination or extension in accordance with the terms of this Future Licence or by operation of Law) the duration of this Future Licence, starting on the Commencement Date and ending on [INSERT] as set out in the Order Form;
Termination Date:	means the date of expiry or termination of this Future Licence;
Third Party IPR:	means any Intellectual Property which is owned by a third party other than the Supplier but where the Supplier can reasonably expect to secure a formal agreement or licence to use in meeting the Core Objectives or its conduct of the Services at the Commencement Date, or to gain formal usage rights in accordance with the provisions of this Future Licence prior to the commencement of, or during the Term;
Year:	means a calendar year.

1.2 The interpretation and construction of this Future Licence shall all be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever

kind and however constituted and their successors and permitted assigns or transferees;

1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

1.2.6 headings are included in this Future Licence for ease of reference only and shall not affect the interpretation or construction of this Future Licence;

1.2.7 the Schedules form part of this Future Licence and shall have effect as if set out in full in the body of this Future Licence and any reference to this Future Licence shall include the Schedules;

1.2.8 references in this Future Licence to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Future Licence so numbered;

1.2.9 references in this Future Licence to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Future Licence so numbered; and

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise.

SCHEDULE 2

THE SERVICES / ORDER FORM

Part 1 – Core Objectives

As set out in Clause 8 of the Master Licence.

Part 2 – The Services

[AS PROVDIED BY LICENCE USER]

Part 3 – The Order Form

[AS COMPLETED UNDER THE MASTER LICENCE PROCESS]

SCHEDULE 3

REPORTING AND ASSURANCE ARRANGEMENTS

As set out in [Parts 1 and 3] of Schedule 5 of the Master Licence.

Management Levels for Escalation and Dispute Resolution

Level	Licence User	Supplier
1	[*Contract Manager*]	[*Contract Manager*]
[*2*]	[*insert role*]	[*insert role*]
[*3*]	[*insert role*]	[*insert role*]

SCHEDULE 4

FUNDING

[LICENCE USER TO POPULATE FUNDING TERMS]

SCHEDULE 5

CONTRACT MANAGEMENT [as required]

1 CONTRACT MANAGEMENT

7.1 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. 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.

7.2 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.

7.3 Each Party shall ensure that its Contract Manager shall attend review meetings to review the performance of the Supplier under this Future Licence. Review meetings shall take place on a [monthly/quarterly/etc] frequency.

7.4 Two weeks prior to each review meeting the Supplier shall provide a written contract management report, containing the Management Information, to the Licence User, in accordance with Schedule 3.

7.5 The Supplier shall take minutes of each review meeting and shall circulate draft minutes to the Licence User within a reasonable time following such review meeting.

7.6 The Licence User shall inform the Supplier in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Licence User does not respond to the Supplier within such five (5) Business Days, or if the Licence User confirms its acceptance, the minutes will be deemed to be approved.

SCHEDULE 6

FUTURE LICENCE VARIATION PROCEDURE

1 INTRODUCTION

1.1 Schedule 6 details the scope of the variations permitted and the process to be followed where the Licence User proposes a variation to the Future Licence.

1.2 The Licence User may propose a variation to the Future Licence under Schedule 6 only where the variation does not amount to a material change in the Future Licence.

2 PROCEDURE FOR PROPOSING A VARIATION

2.1 Except where paragraph 5 applies, the Licence User may propose a variation using the procedure contained in this paragraph 2.

2.2 In order to propose a variation, the Licence User shall serve the Supplier with written notice of the proposal to vary the Future Licence (Notice of Variation).

2.3 The Notice of Variation shall:

2.3.1 contain details of the proposed variation providing sufficient information to allow the Supplier to assess the variation and consider whether any changes to the funding proposed is necessary; and

2.3.2 require the Supplier to notify the Licence User within [30] days of any proposed changes to the funding.

2.4 On receipt of the Notice of Variation, the Supplier has [30] days to respond in writing with any objections to the variation.

2.5 Where the Licence User does not receive any written objection to the variation within the timescales detailed in paragraph 2.4, the Licence User may then serve the Supplier with a written agreement detailing the variation to be signed and returned by the Supplier within [15] days of receipt.

2.6 On receipt of a signed agreement from the Supplier, the Licence User shall notify the Supplier in writing of the commencement date of the variation.

2.7 The Licence User shall notify the Authority in writing of any variation under this Schedule 6.

3 OBJECTIONS TO A VARIATION

3.1 In the event that the Licence User receives a written objection to a variation, the Licence User may:

3.1.1 withdraw the proposed variation; or

3.1.2 propose an amendment to the variation.

4 CHANGES TO THE FUNDING

4.1 The Licence User may require the Supplier to meet and discuss any proposed changes to the Funding that would result from a variation.

4.2 In the event that the Licence User and the Supplier cannot agree to the changes to the Funding, the Licence User may:

4.2.1 withdraw the variation; or

4.2.2 propose an amendment to the variation.

5 VARIATIONS THAT ARE NOT PERMITTED

5.1 In addition to the provisions contained in paragraph 1.2, the Licence User may not propose any variation that:

5.1.1 may prevent the Supplier from performing its obligations under the Future Licence; or

5.1.2 is in contravention of any Law.

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF LICENCE USER]

.....

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF AHSN SERVICE PROVIDER]

.....

Director

SCHEDULE 7

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 A1 of this Schedule 7, 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 A1 of this Schedule 7 shall not apply to any Confidential Information:

(i) which is in or enters the public domain other than by breach of this Future Licence 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 A1 of this Schedule 7 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 Licence User may disclose the Supplier's Confidential Information:

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

1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Licence User receiving such information;

1.3.3 to any relevant party for the purpose of the examination and certification of the Licence User'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 Licence User 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 Future Licence;

and for the purposes of this Future Licence, references to disclosure "on a confidential basis" shall mean the Licence User 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 7.

1.4 The Supplier may only disclose the Licence User's Confidential Information, and any other information provided to the Supplier by the Licence User in relation to the operation of this Future Licence, 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 Future Licence. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause A1 of this Schedule 7 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Licence User's written discretion, destroyed securely or returned to the Licence User when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Licence User's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Future Licence.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 7, the Supplier shall not, without the prior written consent of the Licence User (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Future Licence and/or that it has been appointed as a Supplier to the Licence User and/or make any other announcements about this Future Licence.

1.6 Clause A1 of this Schedule 7 shall remain in force:

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

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

2 Data protection

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

2.2 Where the Supplier is Processing Personal Data under or in connection with this Future Licence, the Parties shall comply with the Data Protection Agreement.

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

2.4 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Future Licence, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause A2 of this Schedule 7, as if such Sub-contractor were the Supplier.

2.5 The Supplier shall indemnify and keep the Licence User indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims

or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Future Licence.

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 Licence User to enable it to comply with its disclosure obligations (where applicable) under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.2.1 that this Future Licence and any recorded information held by the Supplier on the Licence User's behalf for the purposes of this Future Licence are subject to the obligations and commitments of the Licence User 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 Licence User;

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 Licence User 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 Licence User;

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 Licence User) and will promptly (and in any event within two (2) Business Days) transfer the request to the Licence User;

3.2.5 that the Licence User, 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 Future Licence; and

3.2.6 to assist the Licence User 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 Licence User 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 Future Licence is not Confidential Information.

3.4 Notwithstanding any other term of this Future Licence, the Supplier consents to the publication of this Future Licence 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 Future Licence for publication under Clause 3.4 of this Schedule 7, the Licence User 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 Licence User's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Licence User to enable the Licence User to publish this Future Licence.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Future Licence, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 7, 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 7, the Supplier shall:

4.1.1 notify the Licence User 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 Licence User'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 Licence User and shall

provide full information as may be reasonably requested by the Licence User in relation to such audits, investigations and assessments.

4.2 Where required in accordance with the Services, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in Clause 4.2 of Schedule 11 of the Master Licence.

APPENDIX – STANDARD DATA PROTECTION AGREEMENT

DATA PROTECTION AGREEMENT

between

(1) [Licence User]

and

(2) [Insert relevant supplier name]

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THIS AGREEMENT is made on 2018

BETWEEN:

(1) [insert] (**Licence User**); and

(2) [**INSERT SERVICE PROVIDER NAME**] [of [INSERT ADDRESS]] **[OR]** [a company registered in England and Wales (registered number: [INSERT NUMBER]) with its registered office at [INSERT ADDRESS]] (**Supplier**).

[Drafting note: If the supplier is a public sector organisation use the first option that sets out the name and address. If the supplier is a private sector organisation use the second option that sets out details of the registered office and the company number.]

BACKGROUND

(A) The Licence User has appointed the Supplier to provide the Services (as defined below) under a future licence agreement dated [INSERT DATE] (the **Supply Agreement**) for the provision of research and development and ancillary services.

(B) In performing the Services, the Supplier is required to process certain Personal Data (as defined below). The Licence User has agreed to provide such Personal Data to the Supplier for processing only in accordance with the terms of this Agreement from the date on which this Agreement is entered into (the **Commencement Date**).

(C) To the extent that the Supply Agreement contains any provisions which govern the processing of Personal Data by the Supplier, the parties agree and acknowledge that the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in this Agreement:

Controller shall take the meaning given in the Data Protection Legislation;

Data Guidance means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Supplier by the Licence User and/or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital,

the National Data Guardian for Health & Care, the Department of Health, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;

Data Loss Event means any event that results, or may result, in unauthorised processing of Personal Data held by the Supplier under this Agreement or Personal Data that the Supplier has responsibility for under this Agreement including without limitation actual or potential loss, destruction, corruption or inaccessibility of Personal Data, including any Personal Data Breach.

Data Processing Services means the data processing services described in the Annex to this Agreement;

Data Protection Impact Assessment means an assessment by the Licence User of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation means (i) the GDPR, the LED and any applicable national Laws implementing them as amended from time to time (ii) the DPA 2018 (iii) all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations;

Data Protection Officer shall take the meaning given in the Data Protection Legislation;

Data Subject shall take the meaning given in the Data Protection Legislation;

Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA 2018 means Data Protection Act 2018;

EU means the European Union;

European Data Protection Board has the meaning given to it in the Data Protection Legislation;

GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679);

Information Commissioner means the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to the Data Protection Legislation;

Law means any law or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

LED means the Law Enforcement Directive (Directive (EU) 2016/680)

Personal Data shall take the meaning given in the Data Protection Legislation;

Personal Data Breach shall take the meaning given in the Data Protection Legislation;

Processor shall take the meaning given in the Data Protection Legislation;

Processing and cognate terms shall have the meaning given in the Data Protection Legislation;

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the such measures;

Regulatory or Supervisory Body means any statutory or other body having authority to issue guidance, standards or recommendations with which the Supplier and/or Supplier Personnel must comply or to which it or they must have regard, including:

(i) CQC;

(ii) NHS Improvement;

(iii) NHS England;

(iv) the Department of Health;

(v) the National Institute for Health and Care Excellence;

(vi) Healthwatch England and Local Healthwatch;

(vii) Public Health England;

(viii) the General Pharmaceutical Council;

(ix) the Healthcare Safety Investigation Branch;

(x) Information Commissioner;

(xi) European Data Protection Board;

Services means the services to be supplied by the Supplier under the Supply Agreement;

Sub-processor means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;

Supplier Personnel means any and all persons employed or engaged from time to time in the provision of the Services and/or the processing of Personal Data whether employees, workers, consultants or agents of the Supplier or any subcontractor or agent of the Supplier.

Working Day means a day other than a Saturday, Sunday or bank holiday in England

1.2 reference to any legislative provision shall be deemed to include any statutory instrument, bye law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment, amendment or replacement of the same;

1.3 the Annex forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annex; and

1.4 references to clauses and Annexes are to clauses and Annexes to this Agreement.

2 SCOPE OF THIS AGREEMENT

2.1 In consideration of the sum of £1 (receipt of which the Supplier expressly acknowledges) and in consideration of the Licence User agreeing to provide or procure the provision of Personal Data to the Supplier, the parties have agreed that:

2.1.1 from the Commencement Date, the terms of this Agreement will apply to and govern all processing of Personal Data by the Supplier pursuant to the Supply Agreement; and

2.1.2 this Agreement is supplemental to the Supply Agreement and, in the case of conflict or inconsistency between any of the provisions of this Agreement and the provisions of the Supply Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

3 PROCESSING OF PERSONAL DATA

3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation and the delivery of the Data Processing Services, the Licence User is the Controller and the Supplier is the Processor.

3.2 The Supplier shall notify the Licence User immediately if it considers that any of Licence User's instructions infringe the Data Protection Legislation.

3.3 The Supplier shall provide all reasonable assistance to the Licence User in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Licence User, include:

3.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

3.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;

3.3.3 an assessment of the risks to the rights and freedoms of natural persons; and

3.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

3.4 The Supplier shall provide all reasonable assistance to the Licence User if the outcome of the Data Protection Impact Assessment leads the Licence User to consult the Information Commissioner.

3.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

3.5.1 process that Personal Data only in accordance with the instructions set out in the Annex, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Licence User before processing the Personal Data unless prohibited by Law.

3.5.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Licence User as appropriate to protect against a Data Loss Event having taken account of the:

3.5.2.1 nature of the data to be protected;

3.5.2.2 harm that might result from a Data Loss Event;

3.5.2.3 state of technological development; and

3.5.2.4 cost of implementing any measures.

3.5.3 ensure that:

3.5.3.1 the Supplier Personnel do not process the Personal Data except in accordance with this Agreement (and in particular the Annex)

3.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

3.5.3.2.1 are aware of and comply with the Supplier's duties under this clause;

3.5.3.2.2 are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor that are in writing and are legally enforceable;

3.5.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in advance and in writing to do so by the Licence User or as otherwise permitted by this Agreement.

3.5.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data that enables them and the Supplier to comply with their responsibilities under the Data Protection Legislation and this Agreement. The Supplier shall provide the Licence User with evidence of completion and maintenance of that training within three Working Days of request by the Licence User.

3.5.4 not transfer Personal Data outside of the EU unless the prior written consent of the Licence User has been obtained and the following conditions are fulfilled:

3.5.4.1 the Licence User or the Supplier has provided appropriate safeguards in relation to the transfer as determined by the Licence User;

3.5.4.2 the Data Subject has enforceable rights and effective legal remedies;

3.5.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Licence User in meeting its obligations) and;

3.5.4.4 the Supplier complies with any reasonable instructions notified to it in advance by the Licence User with respect to the processing of the Personal Data.

3.5.5 at the written direction of the Licence User, delete or return the Personal Data (and any copies of it) to the Licence User on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data. If the Supplier is asked to delete the Personal Data the Supplier shall provide the Licence User with evidence that the Personal Data has been securely deleted in accordance with the Data Protection Legislation within a period agreed within the written direction of the Licence User.

3.6 Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, but not limited to, as appropriate:

3.6.1 the pseudonymisation and encryption of Personal Data;

3.6.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

3.6.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

3.6.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing.

3.7 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

3.7.1 notify the Licence User in writing of the intended Sub-processor and processing;

3.7.2 obtain the written consent of the Licence User;

3.7.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-processor and in respect of which the Licence User is given the benefits of third party rights to enforce the same; and

3.7.4 provide the Licence User with such information regarding the Sub-processor as the Licence User may reasonably require.

3.8 The Supplier shall ensure that the third party's access to the Personal Data terminates automatically on termination of this Agreement for any reason save that the Sub-processor may access the Personal Data in order to securely destroy it.

3.9 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

3.10 Subject to clause 3.13, the Supplier shall notify the Licence User immediately if it:

3.10.1 receives a Data Subject Access Request (or purported Data Subject Access Request) connected with Personal Data processed under this Agreement;

3.10.2 receives a request to rectify, block or erase any Personal Data connected with Personal Data processed under this Agreement;

3.10.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation connected with Personal Data processed under this Agreement;

3.10.4 receives any communication from the Information Commissioner or any other Supervisory or Regulatory Body connected with Personal Data processed under this Agreement;

3.10.5 receives a request from any third party for disclosure of Personal Data connected with this Agreement; or

3.10.6 becomes aware an actual or suspected Data Loss Event.

3.11 This notification shall be given by emailing the original request and any subsequent communications to [insert relevant email address].

3.12 The Supplier shall not respond substantively to the communications listed at clause 3.10 save that it may respond to a Regulatory or Supervisory Body following prior consultation with the Licence User.

3.13 The Supplier's obligation to notify under clause 3.10 shall include the prompt provision of further information to the Licence User in phases, as details become available.

3.14 Taking into account the nature of the processing, the Supplier shall provide the Licence User with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 3.10 (and insofar as possible within the timescales reasonably required by the Licence User) including by promptly providing:

3.14.1 the Licence User with full details and copies of the complaint, communication or request;

3.14.2 such assistance as is reasonably requested by the Licence User to enable the Licence User to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

3.14.3 such assistance as is reasonably requested by the Licence User to enable the Licence User to comply with other rights granted to individuals by the Data Protection Legislation including the right of rectification, the right to erasure, the right to object to processing, the right to restrict processing, the right to data portability and the right not to be subject to an automated individual decision (including profiling);

3.14.4 the Licence User, at its request, with any Personal Data it holds in relation to a Data Subject;

3.14.5 assistance as requested by the Licence User following any Data Loss Event;

3.14.6 assistance as requested by the Licence User in relation to informing a Data Subject about any Data Loss Event, including communication with the Data Subject;

3.14.7 assistance as requested by the Licence User with respect to any request from the Information Commissioner's Office, or any consultation by the Licence User with the Information Commissioner's Office;

3.14.8 the Licence User with any copies of requests from Data Subjects seeking to exercise their rights under the Data Protection Legislation. Such requests must be sent, to england.ig-corporate@nhs.net immediately, and in no longer than one Working Day of receipt by the Supplier.

3.15 The Supplier shall allow for audits of its delivery of the Data Processing Services by the Licence User or the Licence User's designated auditor.

3.16 The Supplier shall provide the Licence User with evidence to demonstrate compliance with all of its obligations under this Agreement and the relevant Data Protection Legislation.

3.17 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation, and shall communicate to the Licence User the name and contact details of any Data Protection Officer.

3.18 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement, the Data Protection Legislation and Data Guidance. The Supplier must create and maintain a record of all categories of data processing activities carried out under this Agreement, containing:

3.18.1 the categories of processing carried out under this Agreement;

3.18.2 where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

3.18.3 a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Agreement; and

3.18.4 a log recording the processing of Personal Data in connection with this Agreement comprising, as a minimum, details of the Personal Data concerned, how the Personal Data was processed, where the Personal Data was processed and the identity of any individual carrying out the processing.

3.19 The Supplier shall ensure that the record of processing maintained in accordance with clause 3.18 is provided to the Licence User within two Working Days of a written request from the Licence User.

3.20 This Agreement does not relieve the Supplier from any obligations conferred upon it by the Data Protection Legislation.

3.21 The Parties agree to take account of any guidance issued by the Information Commissioner. The Licence User may on not less than 30 Working Days' notice to the Supplier amend this Data Processing Agreement to ensure that it complies with any guidance issued by the Information Commissioner.

3.22 The Licence User may, at any time on not less than 30 Working Days' notice, revise this clause by adding to it any applicable controller to processor standard clauses or

similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

3.23 The Supplier warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation, any Data Guidance and this Agreement and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with the Data Protection Legislation and ensures that the rights of Data Subjects are protected. The Supplier shall not do or omit to do anything that will put the Licence User in breach of the Data Protection Legislation or the Data Guidance. The Supplier shall, at all times during and after the expiry of this Agreement, indemnify the Licence User and keep the Licence User indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Licence User arising from any breach of the Supplier's obligations under this clause.

3.24 The Supplier must assist the Licence User in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Supplier.

3.25 The Supplier must take prompt and proper remedial action regarding any Data Loss Event.

3.26 The Supplier must assist the Licence User by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Licence User's obligation to respond to requests for exercising rights granted to individuals by the Data Protection Legislation.

4 TERM AND TERMINATION

4.1 This Agreement shall commence on the Commencement Date. Unless terminated in accordance with this clause, this Agreement shall automatically terminate on termination or expiry of the Supply Agreement.

4.2 Without affecting any other right or remedy available to it, the Licence User may immediately terminate this Agreement by notice in writing to the Supplier if the Supplier commits a material breach of any provision of this Agreement or the Supplier repeatedly breaches any of the provisions of this Agreement.

4.3 If the Licence User terminates this Agreement pursuant to the foregoing clause this shall be deemed an irremediable material breach of the Supply Agreement and the Licence User shall be entitled (without affecting any other right or remedy available to

it) to immediately terminate the Supply Agreement for the Supplier's irremediable breach of the Supply Agreement without incurring any liability to the Supplier.

4.4 On termination of this Agreement:

4.4.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected;

4.4.2 the provisions of this Agreement which place obligations on the Supplier in respect of the processing of Personal Data shall continue in force and effect until such time as all Personal Data (including all copies thereof) has either been returned and/or destroyed in accordance with the foregoing sub-clause (unless otherwise strictly required by Law);

4.4.3 without prejudice to the foregoing sub-clause, the provisions of this Agreement that expressly or by implication are intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect; and

5 REMEDIES AND NO WAIVER

5.1 The Supplier shall indemnify, defend and hold harmless the Licence User from and against all and any losses, claims, liabilities, costs, charges, expenses, awards and damages of any kind including any fines and legal and other professional fees and expenses (irrespective of whether they were reasonably foreseeable or avoidable) which it/they may suffer or incur as a result of, or arising out of or in connection with, any breach by the Supplier of any of its obligations in this Agreement. For the avoidance of any doubt, any limitation of liability which applies under the Supply Agreement shall not apply to the Supplier's liability under the indemnity in this clause (which shall be unlimited).

5.2 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law or in equity.

5.3 A waiver of any right or remedy under this Agreement or by Law or in equity is only effective if given in writing and signed on behalf of the party giving it and any such waiver so given shall not be deemed a waiver of any similar or subsequent breach or default.

5.4 A failure or delay by a party in exercising any right or remedy provided under this Agreement or by Law or in equity shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under

this Agreement or by Law or in equity shall prevent or restrict the further exercise of that or any other right or remedy.

6 NOTICES

6.1 Any notice given to a party under or in connection with this Agreement shall be in writing in the English language and shall be sent by email to the relevant address set out below.

The Licence User contact email: [insert]

[Insert a contact email for each other organisation]

6.2 Any notice validly given in accordance with the foregoing clause shall be deemed to have been received the following Business Day.

7 GENERAL

7.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Licence User.

7.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties to this Agreement.

7.3 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

8 GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), provided that nothing in this clause shall prevent a party from enforcing any judgement obtained in the court of England and Wales in any other court with jurisdiction over the other party.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

ANNEX – DATA PROCESSING SERVICES

1. The Supplier shall comply with any further written instructions with respect to processing by the Licence User.

2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purpose of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc* *You should be clear what data is being used for each purpose you have outlined above.* *You should identify whether you are processing any special categories of personal data or any criminal offence data.* *The special categories of personal data are very similar to sensitive personal data under the DPA 1998. They are set out at Article 9. The special categories of personal data are:* • race • ethnic origin • political opinion • religion or philosophical belief • trade union membership

	• genetics • biometrics (where used for ID purposes) • health (including mental health) • sex life • sexual orientation *Unlike under the DPA 1998 personal data relating to criminal convictions and offences are not included. However, similar extra safeguards apply to criminal offence data, which includes data about criminal allegations, proceedings or convictions that would have been sensitive personal data under DPA 1998 and also personal data linked to related security measures. .*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*

Signed by **[NAME OF DIRECTOR]** for and on behalf of **[the Licence User]** in the presence of:)
)

Signature

_____

Name (PRINT)

_____

Signed by [**NAME OF DIRECTOR**] for and on behalf of [**INSERT NAME OF SUPPLIER**] in the presence of:)
)

Signature of Director

_____

Name of Director (PRINT)

_____

SCHEDULE 8

SUPPLIER'S BUSINESS PLAN

[TO BE INSERTED – if applicable]

SCHEDULE 9

GENERAL CONDITIONS

1 COOPERATION WITH THIRD PARTIES

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

2 STAFF AND LIFESCIENCE INDUSTRY ACCREDITED CREDENTIALING REGISTER

2.1 Subject to the requirements of this Future Licence and any Law, the Supplier or, where the Supplier is hosted by a NHS Trust, a NHS Foundation Trust or NHS Clinical Commissioning Group, the Supplier's host organisation, shall be entirely responsible for the employment and conditions of services of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Future Licence.

2.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Future Licence. 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.

2.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in Part 2 of Schedule 2, the Business Plan (where relevant), the Order Form or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Licence User, such approval not to be unreasonably withheld or delayed.

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

2.5 The Supplier shall:

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

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

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

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

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

2.5.6 comply with the Licence User's staff vetting procedures and other staff protocols, as may be relevant to this Future Licence and which are notified to the Supplier by the Licence User in writing.

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

2.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Future Licence 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:

2.7.1 are questioned concerning their Convictions; and

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

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

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

2.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with clause 16.6.1;

2.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with clause 2.7.2; or

2.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with clause 2.7.2.]

2.10 The Supplier shall immediately provide to the Licence User any information that the Licence User reasonably requests to enable the Licence User to satisfy itself that the obligations set out in clauses 2.7 to clause 16.8 have been met.

2.11 The Licence User 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 Licence User will act reasonably in making such a request. Prior to making any such request the Licence User shall raise with the Supplier the Licence User's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Licence User shall be under no obligation to have such prior discussion should the Licence User have concerns regarding patient or service user safety.

2.12 Unless otherwise confirmed by the Licence User in writing, the Supplier shall ensure full compliance with any Guidance issued by the Department of Health and Social Care and/or Policies issued by the Licence User in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of the Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). The Supplier shall, during the Term, maintain the level of compliance in accordance with any such Guidance, requirements and Policies.

3 STAFF INFORMATION AND THE APPLICATION OF TUPE AT THE END OF THE LICENCE PERIOD

3.1 Upon the day which is no greater than nine (9) Months before the expiry of this Future Licence or as soon as the Supplier is aware of the proposed termination of the Future Licence, the Supplier shall, within twenty eight (28) days of receiving a written

request from the Licence User and to the extent permitted by Law, supply to the Licence User and keep updated all information required by the Licence User 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.

3.2 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 Licence User, 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 Licence User and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.

3.3 If the Supplier shall, in the reasonable opinion of the Licence User, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 9, the Licence User may withhold payment of Funding.

3.4 The Supplier shall be liable to the Licence User for, and shall indemnify and keep the Licence User 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 9.

3.5 Subject to Clauses 17.7 and 17.8 of this Schedule 9, during the period of nine (9) Months preceding the expiry of this Future Licence or after notice of termination of this Future Licence has been served by the Licence User, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Licence User, such consent not to be unreasonably withheld or delayed:

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

3.5.2 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; or

3.5.3 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.

3.6 Subject to Clauses 17.7 and 17.8 of this Schedule 9, during the period of three (3) Months preceding the expiry of this Future Licence or after notice of termination of this Future Licence has been served by the Licence User, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Licence User, such consent not to be unreasonably withheld or delayed:

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

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

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

3.6.4 increase the proportion of working time spent on the Services by any of the Supplier Personnel.

3.7 Clause 17.5 and clause 17.6 of this Schedule 9 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in those Clauses 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.

3.8 Where the obligations on the Supplier under this Clause 17 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.

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

3.10 The Parties agree that where a Successor or the Licence User 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 Future Licence (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the

same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.1 to Clause 17.15 and (where relevant) the requirements of Clause 1.15 of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.

3.11 If on the termination or at the end of the Future Licence 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 Licence User in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.

3.12 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.

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

3.13.1 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;

3.13.2 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;

3.13.3 pay any Successor or the Licence User, 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;

3.13.4 pay any Successor or the Licence User, 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

3.13.5 subject to any legal requirement, provide to the Successor or the Licence User, 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.

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

3.14.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.13 of this Schedule 9;

3.14.2 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;

3.14.3 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 Licence User, as appropriate;

3.14.4 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;

3.14.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Licence User, 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 Licence User, as appropriate, to provide an identical benefit but where the Successor or Licence User, 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

3.14.6 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 Licence User's failure to comply with regulation 13(4) of TUPE.

3.15 The Supplier will, or shall procure that any Sub-contractor will, on request by the Licence User provide a written and legally binding indemnity in the same terms as set out in Clause 17.14 of this Schedule 9 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.

3.16 The Supplier will indemnify and keep indemnified the Licence User 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.

3.17 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 Licence User or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:

3.17.1 the Licence User 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;

3.17.2 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 Licence User or Successor;

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

3.17.4 if after the period in Clause 17.17.2 of this Schedule 9 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Licence User 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.

4 PRECEDENCE OF DOCUMENTS

4.1 Should there be a conflict between any other parts of this Future Licence the order of priority for construction purposes shall be:

4.1.1 the Order Form;

4.1.2 the clauses of this Future Licence;

4.1.3 the terms of the Master Licence, the Schedules to the Master Licence (other than the requirements for the Initial Services); and

4.1.4 any other document referred to in the clauses of the Future Licence (including, without limitation any proposals made by the Supplier to meet the requirements of the Future Licence).

SUPPLIER'S GENERAL MASTER LICENCE OBLIGATIONS

5 WARRANTIES AND REPRESENTATIONS

5.1 The Supplier warrants and represents to the Licence User that:

5.1.1 it shall comply with this Future Licence;

5.1.2 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Future Licence;

5.1.3 this Future Licence is executed by a duly authorised representative of the Supplier;

5.1.4 in entering into this Future Licence it has not committed any Prohibited Act;

5.1.5 as at the Commencement Date, all information, statements and representations contained in the Business Plan (if relevant) are true, accurate and not misleading save as may have been specifically disclosed in writing to the Licence User before the execution of this Future Licence and it will promptly advise the Licence User of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;

5.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Future Licence;

5.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under Future Licence; and

5.1.8 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

6 SERVICE PRE-REQUISITES

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Future Licence.

7 INDEMNITIES

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

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

7.1.2 Any loss or damage to property (whether real or personal); and/o

7.1.3 Any breach of clause 12; and/or

7.1.4 Any failure by the Supplier to commence delivery of the Services by the [date in Order Form or Part 2 of Schedule 2];

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

7.2 Liability under clauses 3.1.1 and 3.1.3 shall be unlimited. Liability under clauses 3.1.2 and 3.1.4 shall be subject to the limitation of liability set out in clause 8 of this Schedule 9.

7.3 In relation to all third party claims against the Licence User, which are the subject of any indemnity given by the Supplier under this Future Licence, the Licence User 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:

7.3.1 Relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Licence User; and/or

7.3.2 Relating to the Licence User'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 third party claims by the Supplier (to include, without limitation, the right of the Licence User to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable co-operation required by the Supplier from the Licence User).

8 LIMITATION OF LIABILITY

8.1 Nothing in this Future Licence shall exclude or restrict the liability of either Party

8.1.1 for death or personal injury resulting from its negligence;

8.1.2 for fraud or fraudulent misrepresentation;

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

8.2 Subject to clauses 7.2, 4.1, 8.3 and 8.3, the total liability of each Party to the other under or in connection with this Future Licence whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Funding paid or payable by the Licence User to the Supplier for the Services.

8.3 [If the total Funding paid or payable by the Licence User to the Suppler over the Term:

8.3.1 Is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at clause 8.2 shall be replaced with one million pounds (£1,000,000);

8.3.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at clause 8.2 shall be replaced with three million pounds (£3,000,000);

8.3.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000) but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at clause 8.2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at clause 8.2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

8.3.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at clause 8.2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at clause 8.2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%)].

8.4 This clause 8 shall survive the expiry or earlier termination of this Future Licence for any reason.

9 INSURANCE

9.1 Subject to clauses 5.2 and 5.3 and unless otherwise confirmed in writing by the Licence User, 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 by the Licence User in writing.

9.2 Without limitation to any insurance requirements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements specified in this Future Licence.

9.3 [insert any specific insurance requirements]

9.4 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet all other relevant requirements referred to in clauses 5.1 and 5.2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Licence User in writing prior to the Commencement Date. If the Supplier is hosted by an NHS Trust or NHS Foundation Trust the Licence User confirms the cover under the host organisation's arrangements with NHS Resolution are acceptable provided that they offer the appropriate levels of protection required under this Future Licence.

9.5 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any obligations under this Future Licence. 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 Future Licence. 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.

9.6 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 render any sum paid out under such insurances repayable in whole or in part.

9.7 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Licence User that insurance arrangements taken out pursuant to this clause 5 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

9.8 Upon the expiry or earlier termination of this Future Licence, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Future Licence shall continue to be the subject of appropriate indemnity arrangements for the period of [INSERT PERIOD] from termination or expiry of this Future Licence or until such earlier date as that liability may reasonably be considered to have ceased to exist.

SUPPLIER'S INFORMATION OBLIGATIONS

10 REPORTING AND MEETINGS

10.1 The Supplier shall submit Management Information to the Licence User in the form set out in Schedule 3 throughout the Term.

10.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 5 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.

10.3 The Licence User may share the Management Information supplied by the Supplier with the Authority.

10.4 The Licence User may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

11 RECORDS AND AUDIT ACCESS

11.1 The Supplier shall keep and maintain until [six OR [NUMBER]] years after the date of termination or expiry (whichever is the earlier) of this Future Licence (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Future Licence including the Services provided and the Funding paid under it.

11.2 The Supplier shall keep the records and accounts referred to in clause 7.1 above in accordance with good accountancy practice.

11.3 The Supplier shall afford the Licence User or the Auditor (or both) such access to such records and accounts as may be required from time to time.

11.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of [six OR [NUMBER]] years after expiry of the Term to the Licence User and the Auditor.

11.5 The Licence User shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Licence User.

11.6 Should the Supplier Sub-contract any of its obligations under this Future Licence, the Licence User shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Licence User 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 Future Licence that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Licence User or its authorised representative if requested.

11.7 Subject to the Licence User's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

11.7.1 all information requested by the Auditor within the scope of the Audit;

11.7.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and

11.7.3 access to the Staff

for the purposes of:

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

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

11.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 7, unless the Audit reveals a material default by the Supplier in which case the Supplier shall reimburse the Licence User for the Licence User's reasonable costs incurred in relation to the Audit.

12 INTELLECTUAL PROPERTY

12.1 The Supplier will identify, and where appropriate, protect and maintain Intellectual Property (including without limitation any Foreground IPR which it owns) in accordance with its standard intellectual property policy ("Supplier IPR Policy") and the terms of this Future Licence. The Supplier will make available a copy of the Supplier IPR Policy on the request of the Licence User and consider any comments the Licence User has on it. In accordance with the provisions of the Master Licence the Supplier shall ensure that the relevant Intellectual Property Rights related to the Services are included on the relevant register.

12.2 All Background IPR used in connection with the Services or otherwise supplied under the Future Licence shall remain the property of the Party introducing the same or its licensors and nothing contained in this Future Licence pertaining or pursuant to the Services shall affect the rights of either Party in its Background IPR.

12.3 Subject to clause 8.6, the Foreground IPR, shall belong to the Supplier in the first instance and shall be managed in accordance with the Supplier IPR Policy or as may otherwise be agreed in a formal written contract between the Supplier and such individual members of the Academic Health Science Network as the Supplier engages or collaborates with in undertaking the Initial Service, the Services or otherwise in the pursuit of the Core Objectives, in the first instance and shall be managed in accordance with the Supplier IPR Policy.

12.4 In the event that the Supplier agrees that any individual member of the Academic Health Science Network may own the Foreground IPR (or any part thereof), the Supplier shall procure that such individual member shall comply with the obligations

of the Supplier in respect of the Foreground IPR and Results set out in this clause 12 and shall procure such rights and licences for the Authority to use the Foreground IPR and Background IPR owned by that individual member as would be granted by the Supplier if it had owned the Foreground IPR in question, including without limitation, the licences and rights set out in clause 8.6 and clause 12.7

12.5 The Supplier shall take reasonable steps to ensure that it has in place appropriate procedures to identify, protect and maintain Intellectual Property Rights arising out of this Future Licence.

12.6 Subject to the provisions of this clause 8.6 the Licence User may have the right to publish the Results for any non-commercial purpose. The timing of any such publication will be subject to consultation with the Supplier. The Licence User may be required to delay submission for publication for a reasonable period, not to exceed three (3) Months without the consent of the Authority if in the Supplier's opinion such delay is necessary to allow it to protect Confidential Information in any pending publication or IPR which the Supplier owns by the filing of an appropriate application for protection, the Supplier will take account of: publication timetables in other peer reviewed journals and the need to make research findings publicly available as soon as practicable for the provision of providing patient and public benefits.

12.7 Subject to the prior rights of third parties and the Supplier having made reasonable efforts to overcome them the Supplier shall grant (and shall procure, where relevant, the grant from each individual member of the Academic Health Science Network) to the Licence User a non-exclusive, irrevocable and non-terminable, royalty-free and fully-paid up, worldwide licence together with the right to grant sub-licences to:

12.7.1 use any information, Results and Foreground IPR for:

12.7.1.1 academic and non-commercial research purposes;

12.7.1.2 the provision of care and treatment of NHS patients and NHS funded patients;

12.7.1.3 evaluation, teaching and training purposes relating to the provision of care and treatment of both NHS patients and NHS funded patients; and

12.7.2 use the Background IPR and to the extent that it is able to do so, Third Party IPR, but solely to the extent that it is necessary for the Authority or any of its sub-licensees to use any information, Results and Intellectual Property (including without limitation any Foreground IPR) arising from the delivery of

the Initial Services and/or Core Objectives and/or Services for the purposes described in clause 12.7.1above

13 EXPLOITATION OF INTELLECTUAL PROPERTY

13.1 The Supplier shall inform the Licence User of any outputs from the delivery of the Services, including any Intellectual Property, whether patentable or not, which are capable of exploitation either by direct adoption into the healthcare service or via commercialisation as part of an annual report.

13.2 In accordance with the Supplier IPR Policy, the Supplier shall develop, implement and maintain procedures for the management of Intellectual Property and in particular shall use reasonable endeavours to ensure that:

13.2.1 the Foreground IPR is identified and recorded and distinguished from the output of its other research;

13.2.2 prior to any publication of the Results, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is commercially reasonable to do so and is an appropriate means of achieving the public benefit, patent applications are filed at the British or European Patent Office or other relevant patent office;

13.2.3 in exercising the rights in clause 9.2 the Supplier takes due consideration of public policy and morality; and

13.2.4 where appropriate, all such patent applications are diligently prosecuted having regard to relevant circumstances.

13.3 The Supplier shall seek the prior written consent of the Licence User (such consent not to be unreasonably withheld or delayed) before it makes any commercial use of, or grants to any third party any exploitation rights over the Foreground IPR.

13.4 If the Licence User believes that the Supplier is not protecting, managing or exploiting any Foreground IPR in accordance with the Supplier IPR Policy and the terms of this Future Licence, it shall raise such concerns with the Supplier at the earliest opportunity. The Supplier shall take such steps necessary to ensure that it is protecting, managing or exploiting any Foreground IPR in accordance with the Supplier IPR Policy and the terms of this Future Licence as identified in the concerns raised by the Licence User.

13.5 If the Supplier does not believe that a particular Foreground IPR is worth protecting, managing or exploiting ("Rejected Foreground IPR"), but the Licence User disagrees,

then the Licence User shall have the right, subject to the rights of third party licensees, but not the obligation, to take assignment of and protect, manage and exploit such Rejected Foreground IPR. The Supplier agrees to do, and will use reasonable efforts to ensure that its employees, students and any third party acting on its behalf do all acts reasonably required by the Licence User to further such protection and exploitation.

14 PUBLICITY

14.1 Unless otherwise directed by the Authority, neither the Supplier or Licence User (save for where the Licence User is the Authority) shall not make any press announcements or publicise this Future Licence in any way without the Authority's prior written consent.

14.2 The Authority and/or Licence User shall be entitled to publicise this Future Licence in accordance with any legal obligation on the Authority and/or Licence User, including any examination of this Future Licence by the Auditor or otherwise.

14.3 The Supplier shall not do anything that may damage the reputation of the Authority and/or the Licence User or bring the Authority and/or Licence User into disrepute.

FUTURE LICENCE TERMINATION AND SUSPENSION

15 TERMINATION

Termination on Default

15.1 The Licence User may terminate the Future Licence by serving written notice on the Supplier with effect from the date specified in such notice:

15.1.1 where the Supplier commits a material breach and:

15.1.1.1 the Supplier has not remedied the material breach to the satisfaction of the Licence User within [20 OR [NUMBER]] Business Days, or such other period as may be specified by the Licence User, after issue of a written notice specifying the material breach and requesting it to be remedied; or

15.1.1.2 the material breach is not, in the reasonable opinion of the Licence User, capable of remedy; or

15.1.2 any warranty given by the other party in clause A1 of this Schedule 9 is found to be untrue or misleading;

15.1.3 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

Termination on Insolvency and Change of Control

15.2 Without affecting any other right or remedy available to it, the Licence User may terminate this agreement with immediate effect by giving [written] notice to the Supplier if:

15.2.1 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

15.2.2 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;

15.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

15.2.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);

15.2.5 the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

15.2.6 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

15.2.7 the Supplier (being an individual) is the subject of a bankruptcy petition or order;

15.2.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within [14] days;

15.2.9 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.1 to clause 11.2.8 (inclusive); or

15.2.10 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Supplier shall notify the Authority and Licence User (where different) immediately if the Supplier undergoes a Change of Control. The Licence User may terminate the Future Licence by giving notice in writing to the Supplier with immediate effect within [six] Months of:

15.3.1 being notified that a Change of Control has occurred; or

15.3.2 where no notification has been made, the date that the Licence User becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Licence User for convenience

15.4 [The Licence User shall have the right to terminate this Future Licence, or to terminate the provision of any part of the Future Licence at any time by giving [six OR [NUMBER] Months'] written notice to the Supplier.]

16 CONSEQUENCES OF TERMINATION AND EXPIRY

16.1 Notwithstanding the service of a notice to terminate the Future Licence, the Supplier shall continue to fulfil its obligations under the Future Licence until the date of expiry or termination of the Future Licence or such other date as required under this clause 13.

16.2 Within [30 OR [NUMBER]] Business Days of the date of termination or expiry of the Future Licence, the Supplier shall return or destroy at the request of the Licence User any data, personal information relating to the Licence User or its personnel or Confidential Information belonging to the Licence User in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Licence User (in which event the Licence User will reimburse the Supplier's

reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Licence User, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Future Licence, or such period as is necessary for such compliance.

16.3 Any Personal Data Processed by the Supplier on behalf of the Licence User shall be returned to the Licence User or destroyed in accordance with the relevant provisions of the Data Protection Agreement.

16.4 Termination or expiry of this Future Licence shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Future Licence before termination or expiry.

16.5 The provisions of Schedule 1, clause A1, clause 4.1, clause 7, clause 9, clause 13, clause 15.1, clause 16, and clause 33 of this Schedule 9 shall survive the termination or expiry of the Future Licence, together with any other provision which is either expressed to or by implication is intended to survive termination.

16.6 The expiry or earlier termination of the Master Licence shall not affect this Future Licence. For the avoidance of doubt, any obligations set out in the Master Licence that form part of this Future Licence shall continue to apply for the purposes of this Future Licence notwithstanding any termination or early expiration of the Master Licence.

17 COMPLAINTS

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

17.2 Each Party shall inform the other of all complaints from or on behalf of service users or relevant stakeholders arising out of or in connection with the provision of the Services within [two (2) Business Days] of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

17.3 The Supplier shall use its reasonable endeavours to resolve any complaint within ten (10) Business Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

17.4 Within five (5) Business Days of a written request by the Licence User, the Supplier shall provide further reasonable details of the complaint to the Licence User,

including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

18 DISPUTE RESOLUTION

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

18.2 In the case of a Dispute arising out of or in connection with this Future Licence the Supplier and the Licence User shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 15.3 as the first stage in the Dispute Resolution Procedure.

18.3 If any Dispute arises out of the Future Licence 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 Schedule 3. Respective representatives at each level, as set out in Schedule 3, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

18.4 If the procedure set out in Clause 15.3 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 15.3, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

18.5 The mediation shall commence within twenty-eight (28) days of the confirmation of the mediator in accordance with Clause 15.4 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 Licence User 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.

18.6 Nothing in this Future Licence shall prevent:

18.6.1 the Licence User 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

18.6.2 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 or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

18.7 Clause 15 shall survive the expiry of or earlier termination of this Future Licence for any reason.

GENERAL PROVISIONS

19 BUSINESS CONTINUITY

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

19.1.1 the criticality of this Future Licence to the Licence User; and

19.1.2 the size and scope of the Supplier's operations; with regard to continuity of the Services during and following a BCE.

19.2 The Supplier shall test its BCP at reasonable intervals, and in any event no less than once every twelve (12) months or such period as may be agreed between the Parties taking account the criticality of this Future Licence to the Licence User and the size and scope of the Supplier's operations. The Supplier shall promptly provide to the Licence User, at the Licence User's written request, copies of its BCP, reasonable and proportionate documentary evidence that the Supplier tests its BCP in accordance with the requirements of this clause 18.2 and reasonable and

proportionate information regarding the outcome of such tests. The Supplier shall provide to the Licence User a copy of any updated or revised BCP within fourteen (14) Business Days of any material update or revision to the BCP.

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

19.4 Should a BCE occur at any time, the Supplier shall implement and comply with its BCP and provide regular written reports to the Licence User on such implementation.

19.5 During and following a BCE, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Future Licence.

20 SUSTAINABLE DEVELOPMENT

20.1 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 Services. Without prejudice to the generality of the foregoing, the Supplier shall:

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

20.1.2 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

20.1.3 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 19.1.1 above.

20.2 The Supplier shall meet reasonable requests by the Licence User for information evidencing the Supplier's compliance with the provisions of this clause 19.

21 CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD

21.1 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 Licence User, 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 Licence User under the provisions of this Future Licence. The Supplier will disclose to the Licence User full particulars of any such conflict of interest which may arise.

21.2 The Licence User reserves the right to terminate this Future Licence immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Licence User, 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 Licence User under the provisions of this Future Licence. The actions of the Licence User pursuant to this Clause 20.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Licence User.

21.3 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 Licence User immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

21.4 If the Supplier or its Staff commits Fraud the Licence User may terminate this Future Licence and recover from the Supplier the amount of any direct loss suffered by the Licence User resulting from the termination

22 EQUALITY AND HUMAN RIGHTS

22.1 The Supplier shall:

22.1.1 ensure that (i) it does not, whether as employer or as a provider of Services, engage in any act or omission that would contravene the Equality Legislation, and (ii) it complies with all its obligations as an employer or provider of the Services and any associated 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;

22.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Licence User in light of the Licence

User'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 Licence User 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

22.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by this clause 21.

22.2 The Supplier shall meet reasonable requests by the Licence User for information evidencing the Supplier's compliance with the provisions of this clause 21.

23 FORCE MAJEURE

23.1 Subject to clause 22.2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Future Licence 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 this Clause 22 and will not be considered to be in default or liable for breach of any obligations under this Future Licence if:

23.2.1 the Supplier has fulfilled its obligations pursuant to clause 16;

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 22.

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 Future Licence and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

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

23.5 If either Party is prevented or delayed in the performance of its obligations under this Future Licence 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 Licence User may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Future Licence by issuing a notice of termination to the Supplier.

23.9 Following such termination in accordance with clause 22.8 and subject to clause 22.10, 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 22.8 shall continue in full force and effect unless otherwise specified in this Future Licence.

24 PREVENTION OF BRIBERY

24.1 The Supplier:

24.1.1 shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Future Licence made under it commit a Prohibited Act; and

24.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Licence User, or that an agreement has been reached to that effect, in connection with the execution of this Future Licence, excluding any arrangement of which full details have been disclosed in writing to the Licence User before execution of this Future Licence.

24.2 The Supplier shall:

24.2.1 if requested, provide the Licence User with any reasonable assistance, at the Licence User's reasonable cost, to enable the Licence User to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

24.2.2 within [NUMBER] Business Days of the Commencement Date, and annually thereafter, certify to the Licence User in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 23 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Future Licence. The Supplier shall provide such supporting evidence of compliance as the Licence User may reasonably request.

24.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Licence User) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

24.4 If any breach of clause 23.1 is suspected or known, the Supplier must notify the Licence User immediately.

24.5 If the Supplier notifies the Licence User that it suspects or knows that there may be a breach of clause 16, the Supplier must respond promptly to the Licence User's enquiries, co-operate with any investigation, and allow the Licence User to audit books, records and any other relevant documents. [This obligation shall continue for [NUMBER] years following the expiry or termination of this Future Licence.]

24.6 The Licence User may terminate this Future Licence by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 23.1. [In determining whether to exercise the right of termination under this clause 23.6, the Licence User shall give all due consideration, where appropriate, to action other than termination of this Future Licence unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

24.6.1 with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be); or

24.6.2 in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.

24.7 Any notice of termination under clause 23.6 must specify:

24.7.1 the nature of the Prohibited Act;

24.7.2 the identity of the party whom the Licence User believes has committed the Prohibited Act; and

24.7.3 the date on which this Future Licence will terminate.

24.8 Any termination under this clause 23 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Licence User.

25 SUBCONTRACTING AND ASSIGNMENT

25.1 Subject to clause 24.2 and clause 24.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Future Licence without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Future Licence except with the express prior written consent of the Licence User [and the Authority] [such consent not to be unreasonably withheld].

25.2 The Licence User shall be entitled to novate the Future Licence to any other body which substantially performs any of the functions that previously had been performed by the Licence User [subject to written notice to the Authority].

25.3 Provided that the Licence User [and Authority] have given prior written consent, the Supplier shall be entitled to novate the agreement where there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets reasonable criteria set by the [Licence User and/or Authority] in relation to [the proposed Business Plan].

26 VARIATIONS TO THE FUTURE LICENCE

26.1 Any variations to the Future Licence must be made only in accordance with the Future Licence Variation Procedure set out in Schedule 6.

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

27 THIRD PARTY RIGHTS

27.1 Unless otherwise expressly stated in this Future Licence, a person who is not a party to this Future Licence shall have no right to enforce any terms of it which confer a benefit on such person.

27.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

28 SEVERANCE

28.1 If any provision or part-provision of this Future Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Future Licence.

28.2 If [one Party gives notice to the other of the possibility that] any provision or part-provision of this Future Licence is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29 RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this Future Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

30 INTEREST

30.1 Each party shall pay interest on any sum due under this Future Licence, calculated as follows:

30.1.1 Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

30.1.2 Period: from when the overdue sum became due, until it is paid.

31 WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Future Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or

partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32 ENTIRE AGREEMENT

32.1 This Future Licence, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 31 shall operate to exclude any liability for fraud.

32.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Future Licence. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Future Licence.

33 NOTICES

33.1 Except as otherwise expressly provided within this Future Licence, no notice or other communication from one Party to the other shall have any validity under the Future Licence unless made in writing by or on behalf of the Party sending the communication.

33.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by fax [or e-mail] (confirmed [in either case] by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 32.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Business Days after the day on which the letter was posted, or four hours, in the case of [e-mail or] fax or sooner where the other Party acknowledges receipt of such letters, or fax [or e-mail].

33.3 For the purposes of clause 32.2, the address of each Party shall be:

33.3.1 for the Licence User:

[NAME OF LICENCE USER'S REPRESENTATIVE]

Address:

For the attention of:

Tel:

Fax:

E-mail:

33.3.2 for the Supplier:

[NAME OF AHSN SERVICE PROVIDER'S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

Fax:

E-mail:

33.4 Either Party may change its address for service by serving a notice in accordance with this clause.

34 GOVERNING LAW AND JURISDICTION

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

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

SCHEDULE 10

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SCHEDULE 9

CONTRACT MANAGEMENT

1 CENTRAL CONTRACT MANAGEMENT

1.1 The Authority will undertake the following activity to support contract management of the AHSN programme and this Master Licence:

1.1.1 Develop and issue business planning and assurance guidance and process map with the Regional Teams and National Commissioners, where applicable;

1.1.2 Develop and issue business planning and assurance templates for use by the Supplier and other AHSN Providers;

1.1.3 Develop and agree Progress for AHSN national programmes, in collaboration, where possible, with the AHSN Network;

1.1.4 Support the Regional Teams in review and sign off of the Business Plan and those of other AHSN Network Providers;

1.1.5 To provide a robust performance management function, in collaboration with the AHSN Central Office, to support quarterly and end of year assurance;

1.1.6 Ensure robust and effective financial management and accounting controls are in place, subject to audit where required as part of the quarterly assurance process;

1.1.7 Manage payments to the Supplier and other AHSN Providers, quarterly, in arrears, subject to satisfactory assurance.

SCHEDULE 10

MASTER LICENCE VARIATION PROCEDURE

1 INTRODUCTION

1.1 This Schedule 10 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Master Licence.

1.2 The Authority may propose a variation to the Master Licence under this Schedule 10 only where the variation does not amount to a material change in the Master Licence.

2 PROCEDURE FOR PROPOSING A VARIATION

2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.

2.2 In order to propose a variation, the Authority shall serve each Academic Health Science Network Provider with written notice of the proposal to vary the Master Licence (Notice of Variation).

2.3 The Notice of Variation shall:

2.3.1 contain details of the proposed variation providing sufficient information to allow each Academic Health Science Network Provider to assess the variation and consider whether any changes to the funding proposed is necessary; and

2.3.2 require each Academic Health Science Network Provider to notify the Authority within 30 days of any proposed changes to the funding.

2.3.3 On receipt of the Notice of Variation, each Academic Health Science Network Provider has 30 days to respond in writing with any objections to the variation.

2.3.4 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.3.3, the Authority may then serve each Academic Health Science Network Provider with a written agreement detailing the variation to be signed and returned by each Academic Health Science Network Provider within 15 days of receipt.

2.3.5 On receipt of a signed agreement from each Academic Health Science Network Provider, the Authority shall notify all Academic Health Science Network Providers in writing of the commencement date of the variation.

3 OBJECTIONS TO A VARIATION

3.1 In the event that the Authority receives one or more written objections to a variation, the Authority may either:

3.1.1 withdraw the proposed variation; or

3.1.2 propose an amendment to the variation.

4 CHANGES TO THE FUNDING

4.1 The Authority may require the Academic Health Science Network Provider to meet and discuss any proposed changes to the funding that would result from a variation.

4.2 In the event that the Authority and the Academic Health Science Network Provider cannot agree to the changes to the funding, the Authority may either:

4.2.1 withdraw the variation; or

4.2.2 propose an amendment to the variation.

5 VARIATIONS THAT ARE NOT PERMITTED

5.1 In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

5.1.1 may prevent one or more of the Academic Health Science Network Providers from performing its obligations under the Master Licence; or

5.1.2 is in contravention of any Law.

Signed by PAUL BAUMANN

for and on behalf of NHS COMMISSIONING BOARD

.....

Chief Financial Officer

Signed by GUY BOERSMA

for and on behalf of KENT SURREY SUSSEX AHSN LIMITED

.....

Director

SCHEDULE 11

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 10, 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 11 shall not apply to any Confidential Information:

1.1.2.1 which is in or enters the public domain other than by breach of this Master Licence or other act or omissions of the Recipient;

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

1.1.2.3 which is authorised for disclosure by the prior written consent of the Discloser;

1.1.2.4 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

1.1.2.5 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 11 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 Licence User (the Parties agree that all Licence Users receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Licence Users on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Licence User);

1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Licence User 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 Master Licence;

and for the purposes of this Master Licence, 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 11.

1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to the operation of this Master Licence, 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 Master Licence. 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 11 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 Master Licence.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 11, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), make any press announcement or publicise the contents and/or terms of this Master Licence.

1.6 Clause 1 of this Schedule 11 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 Master Licence unless otherwise agreed in writing by the Parties.

2 DATA PROTECTION

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

2.2 Where the Supplier is Processing Personal Data under or in connection with this Master Licence, the Parties shall comply with the Data Protection Agreement.

2.3 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.4 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Master Licence, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 11, as if such Sub-contractor were the Supplier.

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

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

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 Master Licence and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Master Licence 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 Master Licence; 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 Master Licence is not Confidential Information.

3.4 Notwithstanding any other term of this Master Licence, the Supplier consents to the publication of this Master Licence 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 Master Licence for publication under Clause 3.4 of this Schedule 11, 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 Master Licence.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Master Licence, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 11, 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 11, 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 Initial Services and Business Plan, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out as a minimum at level 1, or at level 2 where reasonably appropriate.

APPENDIX –STANDARD DATA PROTECTION AGREEMENT

DATA PROTECTION AGREEMENT

between

(1) The NHS Commissioning Board (known as NHS England)

and

(2) Kent Surrey Sussex AHSN Limited (on behalf of Kent Surrey Sussex Academic Health Science Network)

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THIS AGREEMENT is made on 2018

BETWEEN:

(1) The NHS Commissioning Board of Quarry House, Leeds, LS2 7UE (**NHS England**); and

(2) Kent Surrey Sussex AHSN Limited a company registered in England and Wales (registered number: 08877964) with its registered office at Wentworth House, Crawley Hospital, West Green Drive, Crawley, West Sussex, RH11 7DH (on behalf of Kent Surrey Sussex Academic Health Science Network of Wentworth House, Crawley Hospital, West Green Drive, Crawley, West Sussex, RH11 7DH) (**Supplier**).

BACKGROUND

(A) NHS England has appointed the Supplier to provide the Services (as defined below) under a master licence agreement dated [INSERT DATE] (the **Supply Agreement**) for the provision of research and development and ancillary services.

(B) In performing the Services, the Supplier is required to process certain Personal Data (as defined below). NHS England has agreed to provide such Personal Data to the Supplier for processing only in accordance with the terms of this Agreement from the date on which this Agreement is entered into (the **Commencement Date**).

(C) To the extent that the Supply Agreement contains any provisions which govern the processing of Personal Data by the Supplier, the parties agree and acknowledge that the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply in this Agreement:

Controller shall take the meaning given in the Data Protection Legislation;

Data Guidance means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Supplier by NHS England and/or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital,

the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;

Data Loss Event means any event that results, or may result, in unauthorised processing of Personal Data held by the Provider under this Agreement or Personal Data that the Provider has responsibility for under this Agreement including without limitation actual or potential loss, destruction, corruption or inaccessibility of Personal Data, including any Personal Data Breach.

Data Processing Services means the data processing services described in the Annex to this Agreement;

Data Protection Impact Assessment means an assessment by NHS England of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation means (i) the DPA 1998 (ii) the GDPR, the LED and any applicable national Laws implementing them as amended from time to time (iii) the DPA 2018 (iv) all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations

Data Protection Officer shall take the meaning given in the Data Protection Legislation;

Data Subject shall take the meaning given in the Data Protection Legislation;

Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

DPA 1998 means the Data Protection Act 1998

DPA 2018 means Data Protection Act 2018;

EU means the European Union;

European Data Protection Board has the meaning given to it in the Data Protection Legislation;

GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679)

Information Commissioner means the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and

data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to the Data Protection Legislation;

Law means any law or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

LED means the Law Enforcement Directive (Directive (EU) 2016/680)

Personal Data shall take the meaning given in the Data Protection Legislation;

Personal Data Breach shall take the meaning given in the Data Protection Legislation;

Processor shall take the meaning given in the Data Protection Legislation;

Processing and cognate terms shall have the meaning given in the Data Protection Legislation;

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the such measures;

Regulatory or Supervisory Body means any statutory or other body having authority to issue guidance, standards or recommendations with which the Supplier and/or Supplier Personnel must comply or to which it or they must have regard, including:

(i) CQC;

(ii) NHS Improvement;

(iii) NHS England;

(iv) the Department of Health and Social Care;

(v) the National Institute for Health and Care Excellence;

(vi) Healthwatch England and Local Healthwatch;

(vii) Public Health England;

(viii) the General Pharmaceutical Council;

(ix) the Healthcare Safety Investigation Branch;

(x) Information Commissioner;

(xi) European Data Protection Board;

Services means the services to be supplied by the Supplier under the Supply Agreement;

Sub-processor means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;

Supplier Personnel means any and all persons employed or engaged from time to time in the provision of the Services and/or the processing of Personal Data whether employees, workers, consultants or agents of the Supplier or any subcontractor or agent of the Supplier.

Working Day means a day other than a Saturday, Sunday or bank holiday in England

1.2 reference to any legislative provision shall be deemed to include any statutory instrument, bye law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment, amendment or replacement of the same;

1.3 the Annex forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annex; and

1.4 references to clauses and Annexes are to clauses and Annexes to this Agreement.

2 SCOPE OF THIS AGREEMENT

2.1 In consideration of the sum of £1 (receipt of which the Supplier expressly acknowledges) and in consideration of NHS England agreeing to provide or procure the provision of Personal Data to the Supplier, the parties have agreed that:

2.1.1 from the Commencement Date, the terms of this Agreement will apply to and govern all processing of Personal Data by the Supplier pursuant to the Supply Agreement; and

2.1.2 this Agreement is supplemental to the Supply Agreement and, in the case of conflict or inconsistency between any of the provisions of this Agreement and the provisions of the Supply Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

3 PROCESSING OF PERSONAL DATA

3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation and the delivery of the Data Processing Services, NHS England is the Controller and the Supplier is the Processor.

3.2 The Supplier shall notify NHS England immediately if it considers that any of NHS England's instructions infringe the Data Protection Legislation.

3.3 The Supplier shall provide all reasonable assistance to NHS England in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of NHS England, include:

3.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

3.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;

3.3.3 an assessment of the risks to the rights and freedoms of natural persons; and

3.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

3.4 The Supplier shall provide all reasonable assistance to NHS England if the outcome of the Data Protection Impact Assessment leads NHS England to consult the Information Commissioner.

3.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

3.5.1 process that Personal Data only in accordance with the instructions set out in the Annex unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify NHS England before processing the Personal Data unless prohibited by Law.

3.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

3.5.2.1 nature of the data to be protected;

3.5.2.2 harm that might result from a Data Loss Event;

3.5.2.3 state of technological development; and

3.5.2.4 cost of implementing any measures.

3.5.3 ensure that:

3.5.3.1 the Supplier Personnel do not process the Personal Data except in accordance with this Agreement (and in particular the Annex)

3.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

3.5.3.2.1 are aware of and comply with the Supplier's duties under this clause;

3.5.3.2.2 are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor that are in writing and are legally enforceable;

3.5.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in advance and in writing to do so by NHS England or as otherwise permitted by this Agreement.

3.5.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data that enables them and the Supplier to comply with their responsibilities under the Data Protection Legislation and this Agreement. The Supplier shall provide NHS England with evidence of completion and maintenance of that training within three Working Days of request by NHS England.

3.5.4 not transfer Personal Data outside of the EU unless the prior written consent of NHS England has been obtained and the following conditions are fulfilled:

3.5.4.1 NHS England or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance

with GDPR Article 46 or LED Article 37) as determined by NHS England;

3.5.4.2 the Data Subject has enforceable rights and effective legal remedies;

3.5.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist NHS England in meeting its obligations) and;

3.5.4.4 the Supplier complies with any reasonable instructions notified to it in advance by NHS England with respect to the processing of the Personal Data.

3.5.5 at the written direction of NHS England, delete or return the Personal Data (and any copies of it) to NHS England on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data. If the Supplier is asked to delete the Personal Data, the Supplier shall provide NHS England with evidence that the Personal Data has been securely deleted in accordance with the Data Protection Legislation within a period agreed within the written direction of NHS England.

3.6 Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, but not limited to, as appropriate:

3.6.1 the pseudonymisation and encryption of Personal Data;

3.6.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

3.6.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

3.6.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing.

3.7 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

3.7.1 notify NHS England in writing of the intended Sub-processor and processing;

3.7.2 obtain the written consent of NHS England;

3.7.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Agreement such that they apply to the Sub-processor and in respect of which NHS England is given the benefits of third party rights to enforce the same; and

3.7.4 provide NHS England with such information regarding the Sub-processor as NHS England may reasonably require.

3.8 The Supplier shall ensure that the third party's access to the Personal Data terminates automatically on termination of this Agreement for any reason save that the Sub-processor may access the Personal Data in order to securely destroy it.

3.9 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

3.10 Subject to clause 3.13, the Supplier shall notify NHS England immediately if it:

3.10.1 receives a Data Subject Access Request (or purported Data Subject Access Request) connected with Personal Data processed under this Agreement;

3.10.2 receives a request to rectify, block or erase any Personal Data connected with Personal Data processed under this Agreement;

3.10.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation connected with Personal Data processed under this Agreement;

3.10.4 receives any communication from the Information Commissioner or any other Supervisory or Regulatory Body connected with Personal Data processed under this Agreement;

3.10.5 receives a request from any third party for disclosure of Personal Data connected with this Agreement; or

3.10.6 becomes aware an actual or suspected Data Loss Event.

3.11 This notification shall be given by emailing the original request and any subsequent communications to england.ig-corporate@nhs.net.

3.12 The Supplier shall not respond substantively to the communications listed at clause 3.10 save that it may respond to a Regulatory or Supervisory Body following prior consultation with NHS England.

3.13 The Supplier's obligation to notify under clause 3.10 shall include the prompt provision of further information to NHS England in phases, as details become available.

3.14 Taking into account the nature of the processing, the Supplier shall provide NHS England with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 3.10 (and insofar as possible within the timescales reasonably required by NHS England) including by promptly providing:

3.14.1 NHS England with full details and copies of the complaint, communication or request;

3.14.2 such assistance as is reasonably requested by NHS England to enable NHS England to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

3.14.3 such assistance as is reasonably requested by NHS England to enable NHS England to comply with other rights granted to individuals by the Data Protection Legislation including the right of rectification, the right to erasure, the right to object to processing, the right to restrict processing, the right to data portability and the right not to be subject to an automated individual decision (including profiling);

3.14.4 NHS England, at its request, with any Personal Data it holds in relation to a Data Subject;

3.14.5 assistance as requested by NHS England following any Data Loss Event;

3.14.6 assistance as requested by NHS England in relation to informing a Data Subject about any Data Loss Event, including communication with the Data Subject;

3.14.7 assistance as requested by NHS England with respect to any request from the Information Commissioner's Office, or any consultation by NHS England with the Information Commissioner's Office;

3.14.8 NHS England with any copies of requests from Data Subjects seeking to exercise their rights under the Data Protection Legislation. Such requests must be sent, to england.ig-corporate@nhs.net immediately, and in no longer than one Working Day of receipt by the Supplier.

3.15 The Supplier shall allow for audits of its delivery of the Data Processing Services by NHS England or NHS England's designated auditor.

3.16 The Supplier shall provide NHS England with evidence to demonstrate compliance with all of its obligations under this Agreement and the relevant Data Protection Legislation.

3.17 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation and shall communicate to NHS England the name and contact details of any Data Protection Officer.

3.18 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement, the Data Protection Legislation and Data Guidance. The Supplier must create and maintain a record of all categories of data processing activities carried out under this Agreement, containing:

3.18.1 the categories of processing carried out under this Agreement;

3.18.2 where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;

3.18.3 a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Agreement; and

3.18.4 a log recording the processing of Personal Data in connection with this Agreement comprising, as a minimum, details of the Personal Data concerned, how the Personal Data was processed, where the Personal Data was processed and the identity of any individual carrying out the processing.

3.19 The Supplier shall ensure that the record of processing maintained in accordance with clause 3.18 is provided to NHS England within two Working Days of a written request from NHS England.

3.20 This Agreement does not relieve the Supplier from any obligations conferred upon it by the Data Protection Legislation.

3.21 The Parties agree to take account of any guidance issued by the Information Commissioner. NHS England may on not less than 30 Working Days' notice to the Supplier amend this Data Processing Agreement to ensure that it complies with any guidance issued by the Information Commissioner.

3.22 NHS England may, at any time on not less than 30 Working Days' notice, revise this clause by adding to it any applicable controller to processor standard clauses or

similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

3.23 The Supplier warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation, any Data Guidance and this Agreement and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with the Data Protection Legislation and ensures that the rights of Data Subjects are protected. The Supplier shall not do or omit to do anything that will put NHS England in breach of the Data Protection Legislation or the Data Guidance. The Supplier shall, at all times during and after the expiry of this Agreement, indemnify NHS England and keep NHS England indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by NHS England arising from any breach of the Supplier's obligations under this clause.

3.24 The Supplier must assist NHS England in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Supplier.

3.25 The Supplier must take prompt and proper remedial action regarding any Data Loss Event.

3.26 The Supplier must assist NHS England by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of NHS England's obligation to respond to requests for exercising rights granted to individuals by the Data Protection Legislation.

4 TERM AND TERMINATION

4.1 This Agreement shall commence on the Commencement Date. Unless terminated in accordance with this clause, this Agreement shall automatically terminate on termination or expiry of the Supply Agreement.

4.2 Without affecting any other right or remedy available to it, NHS England may immediately terminate this Agreement by notice in writing to the Supplier if the Supplier commits a material breach of any provision of this Agreement or the Supplier repeatedly breaches any of the provisions of this Agreement.

4.3 If NHS England terminates this Agreement pursuant to the foregoing clause this shall be deemed an irremediable material breach of the Supply Agreement and NHS England shall be entitled (without affecting any other right or remedy available to it) to

immediately terminate the Supply Agreement for the Supplier's irremediable breach of the Supply Agreement without incurring any liability to the Supplier.

4.4 On termination of this Agreement:

4.4.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, shall not be affected;

4.4.2 the provisions of this Agreement which place obligations on the Supplier in respect of the processing of Personal Data shall continue in force and effect until such time as all Personal Data (including all copies thereof) has either been returned and/or destroyed in accordance with the foregoing sub-clause (unless otherwise strictly required by Law);

4.4.3 without prejudice to the foregoing sub-clause, the provisions of this Agreement that expressly or by implication are intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect; and

5 REMEDIES AND NO WAIVER

5.1 The Supplier shall indemnify, defend and hold harmless NHS England from and against all and any losses, claims, liabilities, costs, charges, expenses, awards and damages of any kind including any fines and legal and other professional fees and expenses (irrespective of whether they were reasonably foreseeable or avoidable) which it/they may suffer or incur as a result of, or arising out of or in connection with, any breach by the Supplier of any of its obligations in this Agreement. For the avoidance of any doubt, any limitation of liability which applies under the Supply Agreement shall not apply to the Supplier's liability under the indemnity in this clause (which shall be unlimited).

5.2 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law or in equity.

5.3 A waiver of any right or remedy under this Agreement or by Law or in equity is only effective if given in writing and signed on behalf of the party giving it and any such waiver so given shall not be deemed a waiver of any similar or subsequent breach or default.

5.4 A failure or delay by a party in exercising any right or remedy provided under this Agreement or by Law or in equity shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under

this Agreement or by Law or in equity shall prevent or restrict the further exercise of that or any other right or remedy.

6 NOTICES

6.1 Any notice given to a party under or in connection with this Agreement shall be in writing in the English language and shall be sent by email to the relevant address set out below.

NHS England contact email: paul.baumann@nhs.net

Supplier email: guy.boersma@nhs.net
Nigel.lee@cfosolutions.co.uk

6.2 Any notice validly given in accordance with the foregoing clause shall be deemed to have been received the following Business Day.

7 GENERAL

7.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of NHS England.

7.2 No variation of this Agreement shall be effective unless it is in writing and signed by the parties to this Agreement.

7.3 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

8 GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), provided that nothing in this clause shall prevent a party from enforcing any judgement obtained in the court of England and Wales in any other court with jurisdiction over the other party.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

ANNEX – DATA PROCESSING SERVICES

1. The Supplier shall comply with any further written instructions with respect to processing by NHS England.

2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	*[This should be a high level, short description of what the processing is about i.e. its subject matter]*
Duration of the processing	*[Clearly set out the duration of the processing including dates]*
Nature and purpose of the processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc* *You should be clear what data is being used for each purpose you have outlined above.* *You should identify whether you are processing any special categories of personal data or any criminal offence data.* *The special categories of personal data are very similar to sensitive personal data under the DPA 1998. They are set out at Article 9.* *The special categories of personal data are:* • race • ethnic origin • political opinion

Description	Details
	• religion or philosophical belief • trade union membership • genetics • biometrics (where used for ID purposes) • health (including mental health) • sex life • sexual orientation *Unlike under the DPA 1998 personal data relating to criminal convictions and offences are not included. However, similar extra safeguards apply to criminal offence data, which includes data about criminal allegations, proceedings or convictions that would have been sensitive personal data under DPA 1998 and also personal data linked to related security measures. You should identify if you are processing this type of data and if so seek further advice from england.ig-corporate@nhs.net before the data is processed.*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]*

Signed by **PAUL BAUMANN** for and on behalf of **NHS COMMISSIONING BOARD** in the presence of:)
)

Signature

Name (PRINT)

Signed by **GUY BOERSMA** for and on behalf of **KENT SURREY SUSSEX AHSN LIMITED** in the presence of:)
)

Signature of Director

Name of Director (PRINT)

SCHEDULE 12

SUPPLIER'S BUSINESS PLAN

[TO BE INSERTED]

SCHEDULE 13

GENERAL CONDITIONS

SUPPLIER'S GENERAL MASTER LICENCE OBLIGATIONS

1 WARRANTIES AND REPRESENTATIONS

1.1 The Supplier warrants and represents to the Authority that:

1.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Master Licence;

1.1.2 this Master Licence is executed by a duly authorised representative of the Supplier;

1.1.3 in entering into this Master Licence or any Future Licence it has not committed any Prohibited Act;

1.1.4 as at the Commencement Date, all information, statements and representations contained in the Business Plan are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Master Licence and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Licence Period that would render any such information, statement or representation to be false or misleading;

1.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Master Licence and any Future Licence which may be entered into with the Authority or Other Contracting Bodies;

1.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Master Licence and any Future Licence; and

1.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

2 SERVICE PRE-REQUISITES

2.1 The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Master Licence and any Future Licence.

3 INDEMNITIES

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

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

3.1.2 Any loss or damage to property (whether real or personal); and/o

3.1.3 Any breach of clause 8; and/or

3.1.4 Any failure by the Supplier to commence delivery of the Initial Services by the Commencement Date;

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

3.2 Liability under clauses 3.1.1 and 3.1.3 shall be unlimited. Liability under clauses 3.1.2 and 3.1.4 shall be subject to the limitation of liability set out in clause 4 of this Schedule 13.

3.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Master Licence, 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:

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

3.3.2 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 third party claims 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 co-operation required by the Supplier from the Authority).

4 LIMITATION OF LIABILITY

4.1 Nothing in this Master Licence shall exclude or restrict the liability of either Party

4.1.1 for death or personal injury resulting from its negligence;

4.1.2 for fraud or fraudulent misrepresentation;

4.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;

4.1.4 to make any payments agreed in accordance with Clause 7 of the Master Licence or

4.1.5 pursuant to clause 29 of Schedule 13.

4.2 The Supplier's total liability under clauses 3.1.2 or 3.1.4 to the Authority shall not exceed £2 million.

4.3 The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits.

5 INSURANCE

5.1 Subject to clauses 5.2 and 5.3 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 by the Authority in writing.

5.2 Without limitation to any insurance requirements 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 Initial Services or Services.

5.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self-insure in order to meet all other relevant requirements referred to in clauses 5.1 and 5.2 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. If the Supplier is hosted by an NHS Trust or NHS Foundation Trust the Authority confirms the cover under the host organisation's arrangements with NHS Resolution are acceptable provided that they offer the appropriate levels of protection required under this Master Licence.

5.4 The amount of any indemnity cover and/or self-insurance arrangements shall not relieve the Supplier of any obligations under this Master Licence. 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 Master Licence. 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.

5.5 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 render any sum paid out under such insurances repayable in whole or in part.

5.6 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 pursuant to this clause 5 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

5.7 Upon the expiry or earlier termination of this Master Licence, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Master Licence shall continue to be the subject of appropriate indemnity arrangements for the period of no less than 12 months from termination or expiry of this Master Licence or until such earlier date as that liability may reasonably be considered to have ceased to exist.

SUPPLIER'S INFORMATION OBLIGATIONS

6 REPORTING AND MEETINGS

6.1 The Supplier shall submit Management Information to the Authority in the form set out in Parts 2, 3 and 4 of Schedule 5 throughout the Licence Period and in accordance with the timescales in Parts 2, 3 and 4 of Schedule 5 and thereafter in respect of any Future Licence entered into with any Licence User.

6.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 5 and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.

6.3 The Authority may share the Management Information supplied by the Supplier with any Other Contracting Body.

6.4 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one Month's written notice of any changes.

7 RECORDS AND AUDIT ACCESS

7.1 The Supplier shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Master Licence (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Master Licence including the Initial Services, the Core Objectives and Services provided under it, the Future Licences entered into with Licence Users and the funding paid by each Licence User.

7.2 The Supplier shall keep the records and accounts referred to in clause 7.1 above in accordance with good accountancy practice and in accordance with the requirements of Companies and HMRC where relevant.

7.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.

7.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Licence Period and for a period of six (6) years after expiry of the Licence Period to the Authority (or relevant Licence User) and the Auditor.

7.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Future Licences; save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.

7.6 Should the Supplier Sub-contract any of its obligations under this Master Licence, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its Authorised Representative during normal business hours no more than once in any twelve (12) Months, having given advance written notice of no less than five (5) Business Days, access to any premises and

facilities, books and records used in the performance of the Supplier's obligations under this Master Licence 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.

7.7 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

7.7.1 all information requested by the Auditor within the scope of the Audit;

7.7.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Initial Services and Services; and

7.7.3 access to the Staff

7.7.4 for the purposes of:

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

7.7.6 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.

7.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 7, unless the Audit reveals a material default by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

8 INTELLECTUAL PROPERTY

8.1 The Supplier will identify, and where appropriate, protect and maintain Intellectual Property (including without limitation any Foreground IPR which it owns) in accordance with its standard intellectual property policy ("Supplier IPR Policy"). The Supplier will make available a copy of the Supplier IPR Policy on the request of the Authority and consider any comments the Authority has on it. As part of such Supplier IPR Policy, the Supplier shall maintain a register of relevant Intellectual Property Rights related to the Initial Services, Services and Core Objectives.

8.2 All Background IPR used in connection with the Initial Services, Services or otherwise supplied under the Master Licence shall remain the property of the Party introducing the same or its licensors and nothing contained in this Master Licence or

any Future Licence pertaining or pursuant to the Initial Services or Services shall affect the rights of either Party in its Background IPR.

8.3 Subject to clause 8.6, the Foreground IPR, shall be owned by the Supplier, or as may otherwise be agreed in a formal written contract between the Supplier and such individual members of the Academic Health Science Network as the Supplier engages or collaborates with in undertaking the Initial Service, the Services or otherwise in the pursuit of the Core Objectives, in the first instance and shall be managed in accordance with the Supplier IPR Policy.

8.4 In the event that the Supplier agrees that any individual member of the Academic Health Science Network may own the Foreground IPR (or any part thereof), the Supplier shall procure that such individual member shall comply with the obligations of the Supplier in respect of the Foreground IPR and Results set out in this clause 8 and shall procure such rights and licences for the Authority to use the Foreground IPR and Background IPR owned by that individual member as would be granted by the Supplier if it had owned the Foreground IPR in question, including without limitation, the licences and rights set out in clause 8.6 and clause 8.7.

8.5 The Supplier shall take reasonable steps to ensure that individual members of the Academic Health Science Network Provider have in place appropriate procedures to identify, protect and maintain Intellectual Property Rights arising out of the Master Licence or Future Licence.

8.6 Subject to the provisions of this clause 8.6 the Authority or other Licence User shall have the right to publish the Results for any non-commercial purpose. The timing of any such publication will be subject to consultation with the Supplier. The Authority or other Licence User may be required to delay submission for publication for a reasonable period, not to exceed three (3) Months without the consent of the Authority, if in the Supplier's opinion such delay is necessary to allow it to protect its Confidential Information in any such pending publication or to protect any IPR which the Supplier owns by the filing of an appropriate application for protection, the Supplier will take account of: publication timetables in other peer reviewed journals and the need to make research findings publicly available as soon as practicable for the provision of providing patient and public benefits.

8.7 Subject to the prior rights of third parties and the Supplier having made reasonable efforts to overcome them, the Supplier shall grant (and shall procure, where relevant, the grant from each individual member of the Academic Health Science Network) to the Authority or other Licence User a non-exclusive, irrevocable and non-terminable,

royalty-free and fully paid-up, worldwide licence together with the right to grant sub-licences to:

8.7.1 use any information, Results and Foreground IPR for:

8.7.1.1 academic and non-commercial research purposes;

8.7.1.2 the provision of care and treatment of NHS patients and NHS funded patients;

8.7.1.3 evaluation, teaching and training purposes relating to the provision of care and treatment of both NHS patients and NHS funded patients; and

8.7.2 use the Background IPR and to the extent that it is able to do so, Third Party IPR, but solely to the extent that it is necessary for the Authority or any of its sub-licensees to use any information, Results and Intellectual Property (including without limitation any Foreground IPR) arising from the delivery of the Initial Services and/or Core Objectives and/or Services for the purposes described in clause 8.7.1 above.

9 EXPLOITATION OF INTELLECTUAL PROPERTY

9.1 The Supplier shall inform the Authority of any outputs from the delivery of the Initial Services or Services, including any Foreground IPR, whether patentable or not, which are capable of exploitation either by direct adoption into the healthcare service or via commercialisation as part of an annual report.

9.2 In accordance with the Supplier IPR Policy, the Supplier shall develop, implement and maintain procedures for the management of Intellectual Property and in particular shall use reasonable endeavours to ensure that:

9.2.1.1 the Foreground IPR is identified and recorded and distinguished from the output of its other research;

9.2.1.2 prior to any publication of the Results, patentable inventions arising from the Results are identified, duly considered for patentability and, where it is commercially reasonable to do so and is an appropriate means of achieving the public benefit, patent applications are filed at the British or European Patent Office or other relevant patent office;

9.2.1.3 in exercising the rights in clause 9.2 the Supplier takes due consideration of public policy and morality; and

9.2.1.4 where appropriate, all such patent applications are diligently prosecuted having regard to relevant circumstances.

9.3 The Supplier shall seek the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed) before it makes any commercial use of, or grants to any third party any exploitation rights over the Foreground IPR.

9.4 The Supplier shall on an annual basis submit to the Authority a list of any commercial use of, or grants to any third party or any exploitation rights over the Foreground IPR. The Supplier shall ensure that any such agreement does not affect the Authority's ongoing rights under this Master Licence.

9.5 If the Authority believes that the Supplier is not protecting, managing or exploiting any Foreground IPR in accordance with the Supplier IPR Policy, it shall raise such concerns with the Supplier. The Supplier shall take such steps necessary to ensure that it is protecting, managing or exploiting any Foreground IPR in accordance with the Supplier IPR Policy as identified in the concerns raised by the Authority.

9.6 If the Supplier does not believe that a particular Foreground IPR is worth protecting, managing or exploiting ("Rejected Foreground IPR"), but the Authority disagrees, then the Authority shall have the right, subject to the rights of third party licensees, but not the obligation, to take assignment of and protect, manage and exploit such Rejected Foreground IPR. The Supplier agrees to do and will use reasonable efforts to ensure that its employees, students and any third party acting on its behalf do all acts reasonably required by the Authority to further such protection and exploitation.

10 PUBLICITY

10.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise the contents and/or terms of this Master Licence in any way without the Authority's prior written consent.

10.2 The Authority shall be entitled to publicise this Master Licence in accordance with any legal obligation on the Authority, including any examination of this Master Licence by the Auditor or otherwise.

10.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

MASTER LICENCE TERMINATION AND SUSPENSION

11 TERMINATION

Termination on Default

11.1 The Authority may terminate the Master Licence by serving written notice on the Supplier with effect from the date specified in such notice:

11.1.1 where the Supplier commits a material breach, including, for the avoidance of doubt, any breaches set out in clause 11 of Schedule 5 "Decommissioning", and:

11.1.2 the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Business Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or

11.1.3 the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or

11.1.4 where any Licence User terminates a Future Licence awarded to the Supplier under this Master Licence as a consequence of a material breach by the Supplier;

11.1.5 any warranty given by the other Party in clause 1 of this Schedule 13 is found to be untrue or misleading;

11.1.6 if any of the provisions of Regulation 73(1) of the Regulations apply.

Termination on Insolvency and Change of Control

11.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

11.2.1 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

11.2.2 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of the Supplier;

11.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

11.2.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);

11.2.5 the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.2.6 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

11.2.7 the Supplier (being an individual) is the subject of a bankruptcy petition or order;

11.2.8 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

11.2.9 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.1 to clause 11.2.8 (inclusive); or

11.2.10 the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Master Licence by giving notice in writing to the Supplier with immediate effect within six Months of:

11.3.1 being notified that a Change of Control has occurred; or

11.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

12 SUSPENSION OF SUPPLIER'S APPOINTMENT

12.1 Without prejudice to the Authority's rights to terminate the Master Licence in clause 11 above, if a right to terminate this Master Licence arises in accordance with clause 11, the Authority may suspend the Supplier's right to receive Orders from Other Contracting Bodies by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 12, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

13 CONSEQUENCES OF TERMINATION AND EXPIRY

13.1 Notwithstanding the service of a notice to terminate the Master Licence, the Supplier shall continue to fulfil its obligations under the Master Licence until the date of expiry or termination of the Master Licence or such other date as required under this clause 13.

13.2 Unless expressly stated to the contrary, the service of a notice to terminate the Master Licence shall not operate as a notice to terminate any Future Licence made under the Master Licence. Termination or expiry of the Master Licence shall not cause any Future Licences to terminate automatically. For the avoidance of doubt, all Future Licences shall remain in force unless and until they are terminated or expire in accordance with their own terms.

13.3 On termination or expiry of this Master Licence, for any reason, the Supplier shall cease to reference and stop using the AHSN Brand or do anything that may indicate any involvement with the AHSN Brand. The Supplier shall take all steps reasonably required by the Authority to remove the AHSN Brand from all literature and media of any kind.

13.4 Within 30 Business Days of the date of termination or expiry of the Master Licence, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Master Licence, or such period as is necessary for such compliance.

13.5 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 Agreement.

13.6 Termination or expiry of this Master Licence shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Master Licence before termination or expiry.

13.7 The provisions of Schedule 1, clause 1, clause 4.1, clause 7, clause 9, clause 13, clause 15.1, clause 16 and clause 33 shall survive the termination or expiry of the Master Licence, together with any other provision which is either expressed to or by implication is intended to survive termination.

14 COMPLAINTS

14.1 The Supplier shall notify the Authority of any complaint made by Other Contracting Bodies relating to the Supplier's non-compliance with any of its obligations under any Future Licence within five (5) Business Days of the Supplier becoming aware of such complaints.

14.2 Without prejudice to any rights and remedies that the Other Contracting Body may have under the relevant Future Licence and/or the Authority may have under this Master Licence, the Supplier shall use its reasonable endeavours to resolve such complaint within ten (10) Business Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

14.3 Within five (5) Business Days of a written request by the Authority, the Supplier shall provide further reasonable details of the complaint to the Authority, including details

of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

15 DISPUTE RESOLUTION

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

15.2 In the case of a Dispute arising out of or in connection with this Master Licence the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 15.3 as the first stage in the Dispute Resolution Procedure.

15.3 If any Dispute arises out of the Master Licence 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 Schedule 5. Respective representatives at each level, as set out in Schedule 5, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

15.4 If the procedure set out in Clause 15.3 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 15.3, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

15.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 15.4 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.

15.6 Nothing in this Master Licence shall prevent:

15.6.1 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 Initial Services; or

15.6.2 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 or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

15.7 Clause 15 shall survive the expiry of or earlier termination of this Master Licence for any reason.

GENERAL PROVISIONS

16 STAFF AND LIFESCIENCE INDUSTRY ACCREDITED CREDENTIALING REGISTER

16.1 Subject to the requirements of this Master Licence and any Law, the Supplier or, where the Supplier is hosted by a NHS Trust, a NHS Foundation Trust or NHS Clinical Commissioning Group, the Supplier's host organisation, shall be entirely responsible for the employment and conditions of services of Staff. The Supplier shall ensure that such conditions of employment are consistent with the obligations under this Master Licence.

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

16.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Initial Services.

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

16.5 The Supplier shall:

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

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

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

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

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

16.5.6 comply with the Authority's staff vetting procedures and other staff protocols, as may be relevant to this Master Licence and which are notified to the Supplier by the Authority in writing.

16.6 The Supplier shall ensure that all potential Staff or persons performing any of the Initial Services during the Licence Period who may reasonably be expected in the course of performing any of the Initial Services under this Master Licence 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:

16.6.1 are questioned concerning their Convictions; and

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

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

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

16.8.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with clause 16.6.1;

16.8.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with clause 16.6.2; or

16.8.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with clause 16.6.2.

16.9 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 clauses 16.6 to clause 16.8 have been met.

16.10 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Initial 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.

16.11 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance with any Guidance issued by the Department of Health and Social Care and/or Policies issued by the Authority in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of the Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register, where relevant). The Supplier shall, during the Licence Period, maintain the level of compliance in accordance with any such Guidance, requirements and Policies.

17 STAFF INFORMATION AND THE APPLICATION OF TUPE AT THE END OF THE LICENCE PERIOD

17.1 Upon the day which is no greater than nine (9) Months before the expiry of this Master Licence or as soon as the Supplier is aware of the proposed termination of the Master Licence, 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 13, the Authority may withhold payment of Funding.

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 13.

17.5 Subject to Clauses 17.7 and 17.8 of this Schedule 13, during the period of nine (9) Months preceding the expiry of this Master Licence or after notice of termination of this Master Licence has been served by the Authority, 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; or

17.5.3 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 Subject to Clauses 17.7 and 17.8 of this Schedule 13, during the period of three (3) Months preceding the expiry of this Master Licence or after notice of termination of

this Master Licence has been served by the Authority, 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:

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

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

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

17.6.4 increase the proportion of working time spent on the Services by any of the Supplier Personnel.

17.7 Clause 17.5 and clause 17.6 of this Schedule 13 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in those Clauses 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.

17.8 Where the obligations on the Supplier under this Clause 17 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.

17.9 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose relevant 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.

17.10 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 Master Licence (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.1 to Clause 17.15 and (where relevant) the

requirements of Clause 1.15 of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.

17.11 If on the termination or at the end of the Master Licence 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.

17.12 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.

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

17.13.1 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;

17.13.2 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;

17.13.3 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;

17.13.4 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

17.13.5 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.

17.14 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:

17.14.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.13 of this Schedule 13;

17.14.2 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;

17.14.3 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;

17.14.4 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;

17.14.5 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

17.14.6 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.

17.15 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 17.14 of this Schedule 13 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.

17.16 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.

17.17 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:

17.17.1 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;

17.17.2 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;

17.17.3 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

17.17.4 if after the period in Clause 17.17.2 of this Schedule 13 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 BUSINESS CONTINUITY

18.1 Throughout the Licence Period the Supplier will ensure its Business Continuity Plan ("BCP") provides for continuity during a Business Continuity Event ("BCE"). The

Supplier confirms and agrees that such BCP details and will continue to detail robust arrangements that are reasonable and proportionate to:

18.1.1 the criticality of this Master Licence to the Licence Users; and

18.1.2 the size and scope of the Supplier's operations; with regard to continuity of the Initial Services, Future Services and the Core Objectives during and following a BCE.

18.2 The Supplier shall test its BCP at reasonable intervals, and in any event no less than once every twelve (12) Months or such period as may be agreed between the Parties taking account the criticality of this Master Licence to the Licence Users and the size and scope of the Supplier's operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its BCP, reasonable and proportionate documentary evidence that the Supplier tests its BCP in accordance with the requirements of this clause 18.2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised BCP within fourteen (14) Business Days of any material update or revision to the BCP.

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

18.4 Should a BCE occur at any time, the Supplier shall implement and comply with its BCP and provide regular written reports to the Authority on such implementation.

18.5 During and following a BCE, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Master Licence.

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 Initial Services and Core Objectives. 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 Initial Services and Core Objectives. 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 Initial Services and/or Core Objectives in relation to any stated environmental, social and labour requirements, characteristics and impacts of the Initial Services and/or Core Objectives 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 Initial Services and/or Core Objectives 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 19.1.1 above.

19.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of this clause 19.

20 CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD

20.1 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 Master Licence. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

20.2 The Authority reserves the right to terminate this Master Licence 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 Master Licence. The actions

of the Authority pursuant to this Clause 20.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

20.3 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.

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

21 EQUALITY AND HUMAN RIGHTS

21.1 The Supplier shall:

21.1.1 ensure that (i) it does not, whether as employer or as a provider of Initial Services, engage in any act or omission that would contravene the Equality Legislation, and (ii) it complies with all its obligations as an employer or provider of the Initial Services and Services and any associated 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;

21.1.2 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

21.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by this clause 21.

21.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of this clause 21.

22 FORCE MAJEURE

22.1 Subject to clause 22.2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Master Licence 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.

22.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in this Clause 22 and will not be considered to be in default or liable for breach of any obligations under this Master Licence if:

22.2.1 the Supplier has fulfilled its obligations pursuant to clause 16;

22.2.2 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

22.2.3 the Supplier has complied with the procedural requirements set out in clause 22.

22.3 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 Master Licence and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

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

22.5 If either Party is prevented or delayed in the performance of its obligations under this Master Licence 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.

22.6 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.

22.7 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.

22.8 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 Master Licence by issuing a notice of termination to the Supplier.

22.9 Following such termination in accordance with clause 22.8 and subject to clause 22.10, neither Party shall have any liability to the other.

22.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with clause 22.8 shall continue in full force and effect unless otherwise specified in this Master Licence.

23 PREVENTION OF BRIBERY

23.1 The Supplier:

23.1.1 shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Master Licence and any Future Licence made under it commit a Prohibited Act; and

23.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Licence User, or that an agreement has been reached to that effect, in connection with the execution of this Master Licence, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Master Licence.

23.2 The Supplier shall:

23.2.1 if requested, provide the Licence User with any reasonable assistance, at the Licence User's reasonable cost, to enable the Licence User to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and

23.2.2 within 30 Business Days of the Commencement Date, and annually thereafter, certify to the Licence User in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 23 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Master Licence. The

Supplier shall provide such supporting evidence of compliance as the Licence User may reasonably request.

23.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Licence User) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

23.4 If any breach of clause 23.1 is suspected or known, the Supplier must notify the Licence User immediately.

23.5 If the Supplier notifies the Licence User that it suspects or knows that there may be a breach of clause 16, the Supplier must respond promptly to the Licence User's enquiries, co-operate with any investigation, and allow the Licence User to audit books, records and any other relevant documents. This obligation shall continue for 12 months following the expiry or termination of this Master Licence.

23.6 The Authority may terminate this Master Licence by written notice with immediate effect if the Supplier, its Staff or Sub-Contractors (in all cases whether or not acting with the Supplier's knowledge) breaches clause 23.1. In determining whether to exercise the right of termination under this clause 23.6, the Authority shall give all due consideration, where appropriate, to action other than termination of this Master Licence unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, Sub-Contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a Sub-Contractor) means and shall be construed as acting:

23.6.1 with the authority or with the actual knowledge of any one or more of the directors of the Supplier or the Sub-Contractor (as the case may be); or

23.6.2 in circumstances where any one or more of the directors of the Supplier ought reasonably to have had such knowledge.

23.7 Any notice of termination under clause 23.6 must specify:

23.7.1 the nature of the Prohibited Act;

23.7.2 the identity of the party whom the Authority believes has committed the Prohibited Act; and

23.7.3 the date on which this Master Licence will terminate.

23.7.4 Despite clause 15, any dispute relating to:

23.7.5 the interpretation of this clause 23; or

23.7.6 the amount or value of any gift, consideration or commission,

shall be determined by the Authority and its decision shall be final and conclusive.

23.8 Any termination under this clause 23 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

24 SUBCONTRACTING AND ASSIGNMENT

24.1 Subject to clause 24.2 and clause 24.3, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Master Licence without the prior written consent of the other Party, neither may the Supplier subcontract the whole or any part of its obligations under this Master Licence except with the express prior written consent of the Authority such consent not to be unreasonably withheld.

24.2 The Authority shall be entitled to novate the Master Licence to any other body which substantially performs any of the functions that previously had been performed by the Authority.

24.3 Provided that the Authority has given prior written consent, the Supplier shall be entitled to novate the agreement where there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets reasonable criteria set by the Authority in relation to the proposed Business Plan.

25 VARIATIONS TO THE MASTER LICENCE

25.1 Any variations to the Master Licence must be made only in accordance with the Master Licence Variation Procedure set out in Schedule 10.

25.2 Any change to the Data Protection Agreement shall be made in accordance with the relevant provisions of that agreement.

26 THIRD PARTY RIGHTS

26.1 Except as provided in clause 2 and clause 5 of this Master Licence, a person who is not a Party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

26.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

27 SEVERANCE

27.1 If any provision or part-provision of this Master Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Master Licence.

27.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Master Licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28 RIGHTS AND REMEDIES

28.1 Except as expressly provided in this agreement, the rights and remedies provided under this Master Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

29 INTEREST

29.1 Each Party shall pay interest on any sum due under this Master Licence, calculated as follows:

29.1.1 Rate: 4% a Year above the Bank of England's base rate from time to time, but at 4% a Year for any period when that base rate is below 0%;

29.1.2 Period: from when the overdue sum became due, until it is paid.

30 WAIVER

30.1 No failure or delay by a Party to exercise any right or remedy provided under this Master Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

31 ENTIRE AGREEMENT

31.1 This Master Licence, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and

understandings between the parties relating to that subject matter, provided that nothing in this clause 31 shall operate to exclude any liability for fraud.

31.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Master Licence. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Master Licence.

32 NOTICES

32.1 Except as otherwise expressly provided within this Master Licence, no notice or other communication from one Party to the other shall have any validity under the Master Licence unless made in writing by or on behalf of the Party sending the communication.

32.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by fax or e-mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 32.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Business Days after the day on which the letter was posted, or four hours, in the case of e-mail or fax or sooner where the other Party acknowledges receipt of such letters, or fax or e-mail.

32.3 For the purposes of clause 32.2, the address of each Party shall be:

32.3.1 for the Authority:

Dr Samantha Roberts

Address: NHS England, Skipton House, 80 London Road, London, SE1 6LH

For the attention of: Dr Samantha Roberts (with a copy to Mr Paul Baumann)

Tel: 07940 513 213

E-mail: sam.roberts@nhs.net (paul.baumann@nhs.net)

32.3.2 for the Supplier:

Guy Boersma

Address: Kent, Surrey, Sussex AHSN, Wentworth House Crawley Hospital, West Green Drive, Crawley, West Sussex, RH11 7DH

For the attention of: Guy Boersma

Tel: 07899 063145

E-mail: guy.boersma@nhs.net

32.4 Either Party may change its address for service by serving a notice in accordance with this clause.

33 GOVERNING LAW AND JURISDICTION

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

33.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Master Licence or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 14

GEOGRAPHICAL FOOTPRINT OF THE SUPPLIER