

Construction Consultancy Services 2

Service Level Agreement (SLA)



Framework Details

Title: **Construction Consultancy Services 2**

Reference: **SBS/17/NH/PZR/9256**

Framework Duration: **4 years**

Framework End Date: **31st July 2023**

[REDACTED]

[REDACTED]

[REDACTED]

Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Service Level Agreement (SLA)	Effective Date	03 July 2023	Expiry Date	31 March 2024
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Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	LEXICA HEALTH AND LIFE SCIENCES CONSULTANCY LIMITED
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	Paul styler
Job Title of Supplier Authorised Signatory	Executive Director
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment, Food & Rural Affairs
Name of Customer Authorised Signatory	[REDACTED]
[REDACTED]	Manager
Contact Details email	[REDACTED]
Contact Details phone	N/A
Address of Customer	[REDACTED]
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	02/08/2023

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:

nsbs.construction@nhs.net

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **LEXICA HEALTH AND LIFE SCIENCES CONSULTANCY LIMITED** and **Department for Environment, Food & Rural Affairs** for the provision of Construction Consultancy Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.

Construction Consultancy Supplier Contact: *Mark Halstead Director*

Construction Consultancy Customer Contact: *Gerry Kaspers – Programme Director*

4. Estimated Duration of Contract

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

5. Service Requirements

A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

The directly awarded contract shall encompass two major strands:

- maintaining continuity of existing scope of service provision (updated to reflect current variation and known developments), including programme knowledge and SME resources as appropriate;
- preparedness of SCAH and the PMO Teams for handover to a broader delivery partner model, going forward – Organisation development/integration of PMO functional teams, associated up-skilling and training to build consistency of tools, templates, processes and document management across the programme and reduce silo working/increase transparency and visibility of programme activity and spend. Refocussing scope of service priorities and resource effort to facilitate the above.

SCAH is currently reviewing the target operating model and procurement routes for both technical and delivery partners and requires a 'steady state' to be retained for programme controls and management while a longer-term partner is procured.

There are internal opportunities to realise ambitions contained within the programme playbook and the scope of services for the PMO contract for a single PMO and supporting singular approaches to programme management which can be realised as part of the bridging contract, preparing both PMO and programme leadership for a delivery partner model.

In addition to the PMO service, Contract C16396 - IMM Support shall be terminated on 30th June 2023 and its scope shall be now provided and governed under this SLA.

Further details on the scope of service can be found in the Supplier's proposal document:-

[LEXICA-Arup_SCAH Programme Outline Proposal Bridging Contract final Update June 2023 v3.2.pdf](#)

B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

09:00-17 :00 Monday to Friday

C. DBS

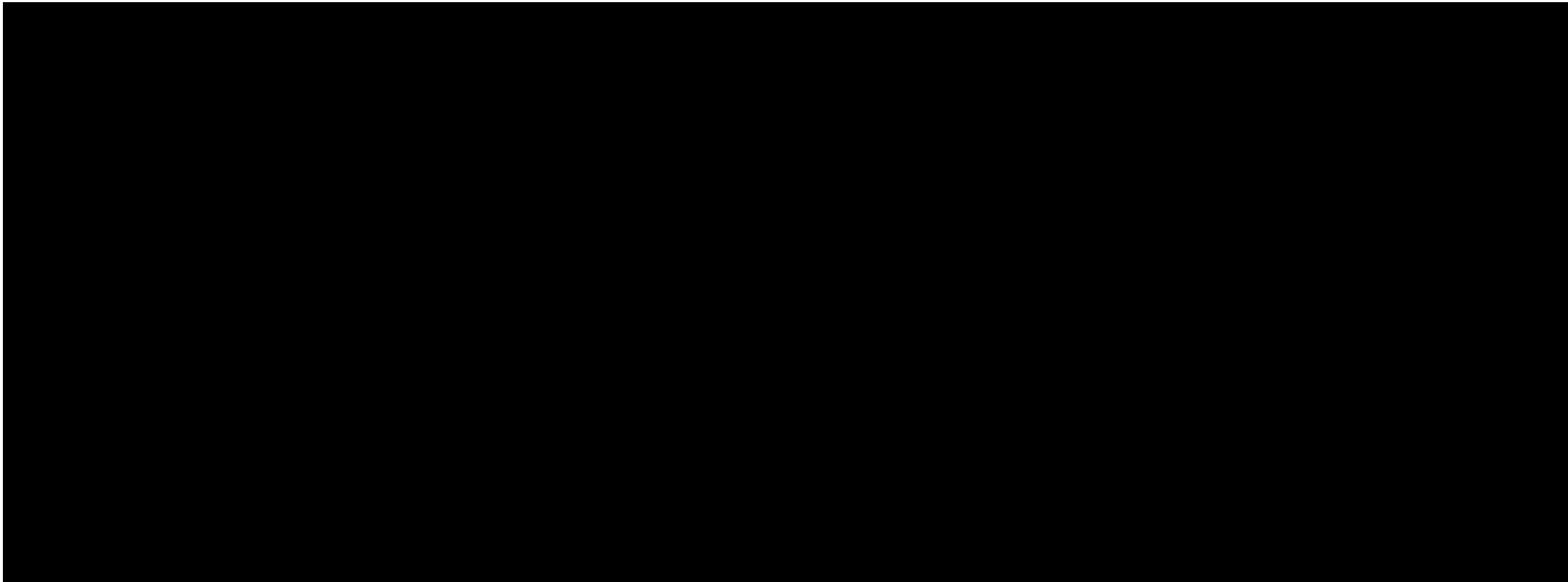
The Customer should detail the level of DBS check requirement

The following documents shall form part of the SLA :-

- Signed Ethical Wall Agreement
- Signed NDA
- Signed Security Aspects Letter

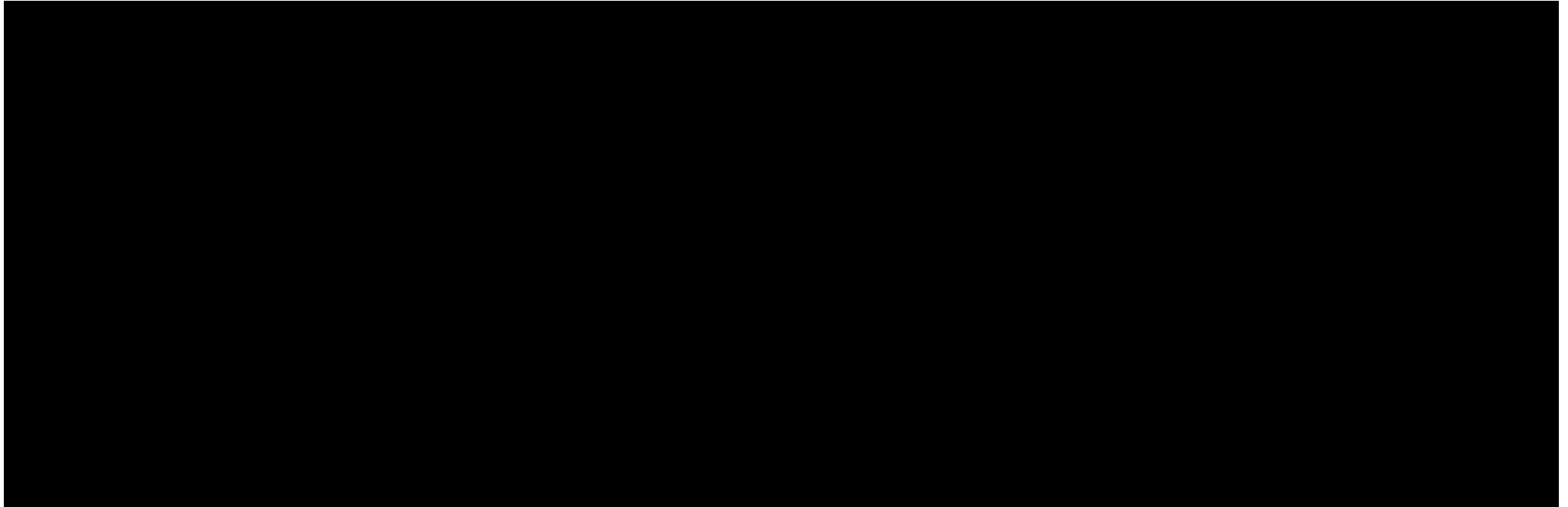
All staff shall have undertaken BPSS checks by their respective employer prior to commencing work on the contract. Additionally, staff will be required to hold either Counter Terrorism Clearance (CTC) Security Clearance (SC) at DEFRA's direction during the contracting period. The supplier will comply with all reasonable requests to obtain individual clearances for their employees.

D. Price/Rates inc. estimated total value





Shared Business Services



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E. Sub-contracting

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the framework and this SLA.

As per proposal embeded in section A of this SLA

F. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

Contract Management plan to be agreed post contract execution.

G. Invoicing

Please detail any specific invoicing requirements here

Invoices to be submitted monthly, with supporting timesheets and payment shall be made thirty (30) days from valid and agreed invoice.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.

I. Audit Process

Please detail any Customer audit requirements

To be discussed and agreed following contract execution and in line with the proposal embeded in section A of this SLA

J. Termination

The standard procedure is detailed below

Customer may terminate this agreement at will, giving no less than one calendar months notice

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

Proposed KPI's :

KPI	Service Area	KPI description	KPI Metric	Green Target	Amber Target	Red Target
1	Complete work on time	Keeping to agreed timelines and schedules	Complete tasks and services in line with agreed deadlines and milestones (subject to changes requested by the Customer)	95% attainment to agreed timelines and schedules during calendar month	90% attainment to agreed timelines and schedules during calendar month	85% attainment to agreed timelines and schedules during calendar month
2	Capacity	The Supplier has capacity within a consistent team of appointed personnel to service the contract	Projects are not delayed or not undertaken by the Supplier due to lack of capacity	98% of all tasks orders are able to be fulfilled during calendar month	95% of all tasks orders are able to be fulfilled during calendar month	90% of all tasks orders are able to be fulfilled during calendar month
3	Reporting Obligations	The supplier will provide Monthly reports showing as a minimum work in hand and status	Work reported and tracked to show progress and current status	98% of all work are reported and tracked during calendar month	95% of all work are reported and tracked during calendar month	90% of all work are reported and tracked during calendar month

If the Supplier attains a 'Green' status, then no action shall be taken by the Customer. If the Supplier attains an 'Amber' or 'Red' status in any quarter, then the Customer reserves the right to request a rectification plan and, if not satisfied, the Customer may explore termination of the contract, in line with the terms and conditions. Specific KPIs and thresholds will be agreed in the first contract management meeting between both parties and tracked on a quarterly basis.

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

All services shall be in line with the proposal embeded in section A of this SLA

M. Other Specific Requirements

Please list any agreed other agreed requirements

A detailed Exit & Handover Management Plan shall be submitted to the Customer, no later than ninety (90) days following contract commencement. The Customer shall have ten (10) working days to review the plan and make comment. The Supplier shall action any requests with five (5) working days of notification and request final sign off from Customer.

Included in the Exit & Handover Management Plan shall be an agreed service tapering mechanism, which will allow service levels to decrease during the onboarding of the Delivery Partner.

The Exit & Handover Management Plan shall be reviewed monthly as part of the contract management obligations. Updates shall be agreed and actioned, as required.

The Supplier shall provide the Customer with a detailed Exit & Handover Management Plan, following a minimum of one month's notice, provided by the Customer.

All services shall be in line with the proposal embeded in section A of this SLA

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

In the event of any conflict with any of the terms of the NHS SBS Construction Consultancy Services Framework Agreement and this Service Level Agreement, the terms contained within this Service Level Agreement shall pervail.

Amendments to the NHS SBS Construction Consultancy Services Framework Agreement are detailed below.

SCHEDULE OF AMENDMENTS TO CALL OFF TERMS AND CONDITIONS FOR THE SUPPLY OF GOOD AND / OR SERVICES

Amendments and Additions to Terms and Conditions

Schedule 1 of these Call-Off Terms and Conditions

Key Provisions

Insert new Clause:

5A Adjudication

Any party at any time may refer any dispute or difference arising between the parties out of or in connection with this Contract to adjudication. The Technology and Construction Solicitors Association Adjudication Rules (TeCSA Adjudication Rules) current at the date of the notice of adjudication shall apply to any adjudication and are hereby incorporated into this Contract.

Schedule 2b of these Call-off Terms and Conditions

General Terms and Conditions for Services

9. Price and Payment

Delete Clauses 9.2 – 9.7 and insert:

- 9.2 The Supplier shall submit to the Authority an invoice, the first being raised one month from the date of this Contract, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the due date for payment of each instalment, and the basis on which that sum is calculated. Subject to the provisions of Clause 9.9, the due date for payment of each instalment shall be the date of receipt by the Authority of a VAT invoice in accordance with this Clause 9.2 properly addressed to the Authority in respect of the relevant instalment (the **Due Date**).
- 9.3 The final date for payment of each Valid Invoice shall be 30 days from the Due Date (the **Final Date for Payment**).
- 9.4 No later than five days after the Due Date, the Authority shall notify the Supplier of the sum that the Authority considers to have been due at the Due Date in respect of the instalment and the basis on which that sum is calculated.
- 9.5 Unless the Authority has served a notice under Clause 9.6, the Authority shall pay the Supplier the sum referred to in the Authority's notice under Clause 9.4 (or, if the Authority has not served notice under Clause 9.3, the sum referred to in the invoice referred to in Clause 9.2) (in this Clause 9, the **Notified Sum**) on or before the Final Date for Payment.
- 9.6 Not less than five days before the Final Date for Payment (in this Clause 9, the **Prescribed Period**), the Authority may give the Supplier notice that it intends to pay less than the Notified Sum (in this Clause 9, a **Pay Less Notice**). Any Pay Less Notice shall specify:
- 9.5.1 the sum that the Authority considers to be due on the date the notice is served; and
- 9.5.2 the basis on which that sum is calculated.
- Where a Pay Less Notice is given in accordance with this Clause 9.6, the obligation to pay the Notified Sum in Clause 9.5 applies only in respect of the sum specified in that Pay Less Notice.
- 9.7 For the avoidance of doubt:
- 9.71 a notice under Clause 9.6 may be given separately, with or as part of a notice under Clause 9.4 provided always that it complies with the requirements of Clause 9.6; and
- 9.7.2 more than one notice may be given under Clause 9.6 in relation to any instalment.
- 9.8 If the Authority fails to pay an amount properly due in respect of the Call Off Charges to the Supplier by the Final Date for Payment, and no Pay Less Notice has been given pursuant to Clause 9.6, the Supplier

may suspend the performance of any or all of the Services. This right is subject to the Supplier first giving the Authority not less than 14 days' notice in writing of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Authority makes payment of the amount properly due.

9.9 Notwithstanding any other provision of this Contract, the Authority's obligation to make payment under this Contract shall be subject to the following:

- 9.9.1 no sums shall become due in respect of any of the Services which have not been performed in accordance with this Contract;
- 9.9.2 any entitlement the Authority may have to make any withholding, deduction, retention and/or set-off under this Contract or otherwise in law; and
- 9.9.3 the Supplier shall provide the Authority with such documentation, information and other facilities as the Authority may reasonably require for it to check the invoice and for the purpose of verifying the amount claimed as due for payment provided always that the Authority shall comply with the notice procedures set out in Clause 9.6, as appropriate."

Insert new Clause:

9A The Contract Price for the fixed services set out within the Services Level Agreement shall not be subject to indexation, unless where the Authority has caused a delay to the provision of the Services by more than 1-year. The Schedule of Rates shall be adjusted annually by the Authority from the end of the first 12-month period of the Term, on the Indexation Date to reflect the change in the Consumer Prices Index over the previous 12-month period.

13 Limitation of Liability

For the purposes of Clause 13 only delete "Contract Price paid or payable" and insert "Contract Value".

The following is included in conjunction with, and in addition to Clause 13.3;

13.3 Notwithstanding any other term of this Agreement the total liability of the Supplier to all parties under or in connection with this Agreement and any warranties provided pursuant to this Agreement whether in contract (including by way of indemnity), tort (including negligence), for breach of statutory duty or otherwise shall be limited to £5,000,000. Within this limit an aggregate limit of £250,000 shall apply in relation to claims arising out of or in connection with the presence of asbestos (or any product or waste that contains asbestos) on the site.

15 Term and Termination

15.3 At the beginning of the Clause insert "Subject to Clause 5A of the Key Provisions.

Insert new Clauses:

15.9 The Authority may terminate this Contract by issuing written notice to the Supplier should the Authority be unable to fund the delivery of the Services due to a lack of funding following the Authority Annual Spending Review.

15.10 The Authority may terminate this Contract by issuing written notice to the Supplier for:

- 15.10.1 a failure by the Supplier to meet any of the KPIs for four consecutive months; and/or
- 15.10.2 a failure by the Supplier to meet any of the KPIs for a total of six months or more in any rolling twelve (12) month period; and/or
- 15.10.3 [INSERT NUMBER] or more [KPI performance failures] have occurred in any twelve (12) month rolling period." *This clause will be agreed between the Authority and Supplier when the KPI's are agreed.*

16 Consequences of expiry or earlier termination of this Contract

Insert new Clause:

16.1A Where the Authority terminates this Contract under Clause 15.9 the Authority shall:

Notify the Supplier and agree the process of the Termination requirements.

28 Assignment, novation and subcontracting

Insert new Clauses:

28A Appointment of subcontractors

- 28A.1 The Supplier shall procure that each subcontractor takes out and maintains in force professional indemnity insurance (PI Insurance) provided that such insurance is generally available in the market to members of the relevant subcontractor's trade at commercially reasonable rates and provided further that payment of any increased or additional premiums required by insurers by reason of the subcontractor's own claims record or other acts, omissions, matters or things peculiar to the relevant party will be deemed to be within the reasonable rates.
- 28A.2 The Supplier shall provide evidence satisfactory to the Authority (as and when reasonably required by the Authority) of the PI Insurance being in full force and effect for the period beginning at the date of this Contract and ending twelve (12) years after the date of Contract Period in respect of the Services which shall be at the appropriate level as agreed with the Authority.
- 28A.3 The Supplier ensures that each subcontractor immediately upon their appointment executes and delivers a collateral warranty in favour of the Authority in the form of the draft set out in Schedule 6 (with only such amendments as the Authority approves and/or reasonably requires).
- 28A.4 If any collateral warranty is not executed and delivered in accordance with Clause 28A.3, the Authority is entitled to give the Supplier written notice specifying the breach or non-compliance with Clause 28A.3. If such breach or non-compliance is not rectified by the Supplier within 14 days after service of such notice, then the Authority is not liable to pay any amount in respect of the elements of the Services to which the default relates while such breach or non-compliance remains to be rectified.
- 28A.5 If the employment of any subcontractor is terminated before the completion of the services allocated to them, the Supplier as soon as is practicable but on seven days' notice from the Authority appoints another subcontractor to complete those works and services (save any subcontractor to whom the Authority makes reasonable objection in writing). The foregoing provisions of Clause 28A apply to such replacement subcontractor, mutatis mutandis.

Schedule 3 of these Call-off Terms and Conditions

Information Governance Provisions

Insert new Clauses:

5 Security Aspects Letter

- 5.1 The Supplier and all members of the Supplier's supply chain engaged to provide the Services agree to and acknowledge the terms of the Authority's Security Aspects Letter (a copy of which is contained within the Schedule 7) and agree to sign a copy of the same prior to the Services Commencement Date in the Order Form.

5.2 Exchange of Information

The Supplier shall comply with the Authority's IMM Requirements to ensure a consistent and co-ordinated approach to maximise production efficiency and to ensure that all information and material referred to therein is structured correctly to enable efficient data sharing between the Parties.

Schedule 4 of these Call-off Terms and Conditions

Definitions and Interpretations

DEFINITIONS

- 1.1 Amend the following definitions:

"Contract" in line 1 insert "the Schedule of Amendments," before "Order Form".

Insert the following new definitions:

"Authority Annual

Spending Review" means the UK's Government process carried out by HM Treasury to set expenditure limits;"

"Contract Value" means the anticipated spend profile in any given twelve (12) month period as set out in the Services as amended from time to time;"

"Consumer Prices Index" means the Consumer Prices Index published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index;

"Indexation Date" means the date at which any indexation adjustment will be agreed and applied to the Contract Price, and Schedule of Rates;"

"IMM Requirements" means the requirements within the Defra Weybridge IMM suite of documents as amended from time to time;"

"Schedule of Rates" means the priced Schedule of Rates for those roles detailed, forming part of the Contract"

"Security Aspects Letter" means the Security requirements set out for the Supplier to undertake and comply with, detailed within Schedule 7;"

ADDITIONAL SCHEDULES INCLUDED UNDER THIS CONTRACT

SCHEDULE 5 : SUPPLEMENTARY TERMS – NOT REQUIRED

SCHEDULE 6: SUBCONTRACTOR COLLATERAL WARRANTY – NOT REQUIRED

SCHEDULE 7: SECURITY ASPECTS LETTER – FORM TO BE PROVIDED BY THE AUTHORITY AND AGREED WITH THE SUPPLIER

SCHEDULE 8: SUBCONTRACTOR NOVATION AGREEMENT – NOT REQUIRED

SCHEDULE 9: WORKS INFORMATION DOCUMENTS – REFER TO SUPPLIER'S PROPOSALS (SCHEDULE 10)

SCHEDULE 10: THE SUPPLIERS PROPOSAL, INCLUDING ASSUMPTIONS, EXCLUSIONS, AND CLARIFICATIONS (DATED JUNE 2023 V3.2)

CALL-OFF TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

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

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

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

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

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

Schedules

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2a of these Call-off Terms and Conditions	General Terms and Conditions for Goods (Not Applicable)
Schedule 2b of these Call-off Terms and Conditions	General Terms and Conditions for Services
Schedule 3 of these Call-off Terms and Conditions	Information Governance Provisions
Schedule 4 of these Call-off Terms and Conditions	Definitions and Interpretations
Schedule 5 of these Call-off Terms and Conditions	Supplementary Terms and Conditions (Not Applicable)

Application of Schedules 2a and 2b

Where only Services are to be delivered under the Call-off, Schedule 2b alone shall apply.

Schedule 1 of these Call-off Terms and Conditions

Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 6 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.
- 1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Order Form.

2 Term

- 2.1 This Contract commences on the Commencement Date.
- 2.2 The Term of this Contract shall be as set out in the Order Form.

- 2.3 The Term may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum duration applicable to the Contract if such maximum duration is set out in the Framework Agreement (including any options to extend).

3 Contract Managers

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

4 Names and addresses for notices

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

5 Management levels for dispute resolution

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

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager
2	Assistant Director or equivalent	Assistant Director or equivalent
3	Director or equivalent	Director or equivalent

6 Order of precedence

- 6.1 Subject always to Clause 1.17 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

- 6.1.1 the Order Form;
- 6.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
- 6.1.3 the provisions on the front page of these Call-off Terms and Conditions for the Supply of Goods;
- 6.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
- 6.1.5 the Specification and Tender Response Document (but only in respect of the requirements);
- 6.1.6 Schedules 2a and 2b of these Call-off Terms and Conditions shall have the Order of Precedence as follows:
 - (i) If only Goods are being delivered under the Call-off, then Schedule 2a of these Call-off Terms and Conditions: General Terms and Conditions for Goods shall be inserted at Clause 7.1.6; or
 - (ii) If only Services are being delivered under the Call-off, then Schedule 2b of these Call-off Terms and Conditions: General Terms and Conditions for Services shall be inserted at Clause 7.1.6; or
 - (iii) If Goods are between 50.1% and 99.9% of the total spend under the Call-off, then Schedule 2a: General Terms and Conditions of Goods shall be inserted at Clause 7.1.6; or

- (iv) If Services are between 50.1% and 99.9% of the total spend under the Call-off then Schedule 2b: General Terms and Conditions of Services shall be inserted at Clause 7.1.6
- 6.1.7 If Clauses 7.1.6 (iii) or 7.1.6 (iv) apply, then the following further Order of Precedence shall apply as follows:
 - (i) If Goods are between 0.1% and 49.9% of the total spend under the Call-off, then Schedule 2b: General Terms and Conditions of Services shall be inserted at Clause 7.1.7; or
 - (ii) If Services are between 0.1% and 49.9% of the total spend under the Call-off then Schedule 2a: General Terms and Conditions of Goods shall be inserted at Clause 7.1.7.
- 6.1.8 Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions;
- 6.1.9 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations.
- 6.1.10 Schedule 5 of these Call-off Terms and Conditions: NHS Conditions of Contract for the Supply of IT Systems; and
- 6.1.11 Schedule 6 of these Call-off Terms and Conditions; Accompanying Terms and Conditions.

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

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



Shared Business Services

NHS Shared Business Services Limited

Registered in England, No. 5280446

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