

CONTRACT FOR THE PROVISION OF INSOURCING SERVICES

CORE TERMS

CONTRACT REFERENCE: C??????

Contract Term			
Commencement Date:		Expiry Date:	Long Stop Date:
Extension Period(s): [Optional]	Extension		
Maximum Permissible Term	insert		

Provider Signature Panel

The Provider	
Name of Provider:	
Name of Provider Authorised Signatory:	
Job Title of Provider Authorised Signatory:	
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Provider:	

Signature of Authorised Signatory:		Date of Signature:	
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Manchester University NHS Foundation Trust Signature Panel

The Authority	
Name of Authority:	Manchester University NHS Foundation Trust
Name of Manchester University NHS Foundation Trust Authorised Signatory:	
Job Title of Manchester University NHS Foundation Trust Authorised Signatory:	
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Manchester University NHS Foundation Trust:	

Signature of Manchester University NHS Foundation Trust Authorised Signatory:		Date of Signature:	
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Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Service Specification and Commercial Information

Schedule 1 Key Provisions

1 Provision of Services

- 1.1 The Authority and the Provider have agreed that the provisions of this Contract shall govern the provision of the Services by the Provider. 1.2 For the avoidance of doubt, any actions or work undertaken by the Provider prior to the Commencement Date shall be undertaken at the Provider's risk and expense.

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 Core Terms.
- 2.3 The Term may be extended in accordance with Clause 15.3 of Schedule 2 provided that the duration of this Contract shall be no longer than any maximum duration set out in the Core Terms. (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 Schedule 5 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 Core Terms.

5 Management levels for escalation and 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	Provider representative
1	Contract Manager	Contract Manager
2	Assistant Director or equivalent	Assistant Director or equivalent
3	Director or equivalent	Director or equivalent

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

- 6.1 The Parties agree that at the commencement of the provision of Services by the Provider 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 Provider.

7 Application of the Head Contract

- 7.1 The Parties acknowledge that this Contract is a sub-contract to the Head Contract, which is based on the NHS Standard Contract, and the Provider agrees to comply with the terms of the General Conditions and Service Conditions of the NHS Standard Contract as far as they are relevant to the provision of the Services by the Provider.

- 7.2 In addition to the Definitions in Schedule 4 (Definitions) of this Contract, the definitions in Schedule 1 of the General Conditions shall apply to this Contract except that:
- 7.2.1 wherever "Commissioner" is used in the NHS Standard Contract this shall mean the "Authority" for the purpose of this Contract; and
 - 7.2.2 wherever "Provider" is used in the NHS Standard Contract this shall mean the "Provider" for the purpose of this Contract.
- 7.3 The Provider shall use all reasonable endeavours, to the extent possible and relevant to the Provider's provision of the Services, to:
- 7.3.1 ensure that it is aware of the terms and conditions of the NHS Standard Contract and fulfil its obligations under this Contract in such a way that would not cause the Authority to be in breach of the Head Contract; and
 - 7.3.2 co-operate fully and promptly with the Authority so as to enable the Authority to fulfil its obligations under the Head Contract to the extent applicable to the provision and delivery of the Services.
- 7.4 For the avoidance of doubt, the Provider's breach of Clause 7.3 of this Schedule 1 shall be deemed a material breach of this Contract for the purpose of Clause 15.5 of Schedule 2.

Schedule 2

General Terms and Conditions

1 Provision of Services

1.1 The Authority appoints the Provider, and the Provider agrees to provide the Services:

1.1.1 promptly and in any event within any time limits as may be set out in this Contract.

1.1.2 with reasonable skill and care

1.1.3 in accordance with the Law and with Guidance.

1.1.4 in accordance with Good Practice.

1.1.5 in accordance with the Policies; and

1.1.6 in a professional and courteous manner.

In complying with its obligations under this Contract, the Provider shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

1.2 The Provider shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Service Specification and Commercial Information. Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Provider shall if specified in this Contract implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Provider shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Provider shall comply with the full Implementation Plan.

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

1.4 The Provider shall comply fully with its obligations set out in the Service Specification and Commercial Information.

1.5 The Provider shall ensure that all relevant consents, authorisations, licences, and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.

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

1.7 The Provider shall notify the Authority forthwith in writing:

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

1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a Regulatory or Supervisory Body, promptly and in any event within two (2) Business Days of the Provider becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

- 1.8 Following any inspection of the Services, or any part of them, by a Regulatory or Supervisory Body, the Provider shall provide the Authority with a copy of any report or other communication published or provided by the relevant Regulatory or Supervisory Body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Provider and/or a meeting with the Provider, and the Provider shall cooperate fully with any such request.
- 1.10 Where applicable, the Provider shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Provider shall ensure that its Contract Manager informs the Authority'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 Provider's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Provider shall ensure that its Contract Manager informs the Authority'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.
- 1.11 The Provider shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions, or defaults of the Authority. To qualify for such relief, the Provider must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Provider's obligations.
- 1.12 The Provider shall ensure that all laboratory services (whether provided directly or under a Subcontract) comply with the UK Standard Methods for Investigation.

2 Premises, locations, and access

- 2.1 The Services shall be provided at such premises and at such locations within those premises, as may be set out in this Contract or as otherwise agreed by the Parties in writing ("**Premises and Locations**").
- 2.2 The Provider must comply with all reasonable written requests made by any relevant Regulatory or Supervisory Body (or its authorised representatives), a Local Auditor or any Authorised Person for entry to the Provider's premises for the purposes of auditing, viewing, observing, or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the Services.

3 Cooperation with third parties

- 3.1 The Provider shall, as reasonably required by the Authority, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.

4 Staff

- 4.1 If any Staff are members of the NHS Pension Scheme, the Provider must participate in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Authority in accordance with Guidance.

4.2 The Provider must:

- 4.2.1 have in place, promote, and operate a policy and effective procedures, in accordance with Raising Concerns Policy for the NHS, to ensure that Staff have appropriate means through which they may speak up about any concerns they may have in relation to the Services; and
- 4.2.2 ensure that nothing in any contract of employment or contract for services, settlement agreement, or any other agreement entered into by it with any member of Staff will prevent or inhibit, or purport to prevent or inhibit, that member of Staff from speaking up about any concerns they may have in relation to the quality and/or safety of the care provided by their employer or by any other organisation, nor from speaking up to any Regulatory and Supervisory Body or professional body in accordance with their professional and ethical obligations including those obligations set out in guidance issued by any Regulatory or Supervisory Body or professional body from time to time, nor prejudice any right of that member of Staff to make disclosures under the Employment Rights Act 1996.
- 4.2.3 without prejudice to Clause 4.2.2, ensure that the following provision is included in each settlement agreement, or any other agreement entered into by it with any member of Staff on or in relation to the termination or expiry of employment or engagement of that member of Staff:

For the avoidance of doubt, nothing in this Contract shall:

- (a) prevent or inhibit, or purport to prevent or inhibit, [the worker] from speaking up about any concerns he/she may have in relation to the quality and/or safety of the care provided by his/her employer or by any other organisation nor from speaking up to any statutory, regulatory, supervisory or professional body in accordance with his/her professional and ethical obligations including those obligations set out in guidance issued by any statutory, regulatory, supervisory or professional body from time to time; nor*
- (b) prejudice any right of [the worker] to make disclosures under the Employment Rights Act 1996.”*

Pre-employment Checks

- 4.3 Subject to Clause 4.4 of this Schedule 2, before the Provider engages or employs any person in the provision of the Services, or in any activity related to or connected with, the provision of Services, the Provider must, at its own cost, comply with:
 - 4.3.1 NHS Employment Check Standards; and
 - 4.3.2 other checks as required by the DBS, or which are to be undertaken in accordance with current and future national guidelines and policies.
- 4.4 The Provider may engage a person in an Enhanced DBS Position or a Standard DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Authority and subject to any additional requirement of the Authority for that engagement.

5 Staff and Life science Industry Accredited Credentialing Register

- 5.1 Subject to the requirements of this Contract and any Law, the Provider shall be entirely responsible for the employment and conditions of service of Staff. The Provider shall ensure that such conditions of employment are consistent with its obligations under this Contract.

- 5.2 The Provider will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Provider providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
- 5.3 The Provider shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Service Specification and Commercial Information or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Provider shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.
- 5.4 The Provider shall ensure that all Staff are aware of, and at all times comply with, the Policies.
- 5.5 The Provider shall:
 - 5.5.1 employ only those Staff who are careful, skilled, and experienced in the duties required of them.
 - 5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed.
 - 5.5.3 ensure all Staff have the qualifications to carry out their duties.
 - 5.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Provider's expense) in respect of the Staff.
 - 5.5.5 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; and
 - 5.5.6 comply with the Authority's staff vetting procedures and other staff protocols, as may be relevant to this Contract and which are notified to the Provider by the Authority in writing.
- 5.6 The Provider 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 Authority's staff, Service Users or visitors at risk unless otherwise agreed in writing with the Authority.
- 5.7 The Provider 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 Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
 - 5.7.1 are questioned concerning their Convictions; and
 - 5.7.2 obtain appropriate disclosures from the DBS (or other appropriate body) as required by Law and/or the Policies before the Provider engages the potential staff or persons in the provision of the Services.
- 5.8 The Provider shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the DBS (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Provider's cost and expense.
- 5.9 The Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:

- 5.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2.
 - 5.9.2 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 5.7.2 of this Schedule 2; or
 - 5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Provider in accordance with Clause 5.7.2 of this Schedule 2.
- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Provider:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006.
 - 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006: and
 - 5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Service Users or any other person.
- 5.11 The Provider shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Provider or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Service Users or any other person. The Provider shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Provider shall remove such member of Staff from the provision of the Services forthwith.
- 5.12 The Provider shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 have been met.
- 5.13 The Authority may at any time request that the Provider remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Provider 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 Service Users' safety.
- 5.14 Unless otherwise confirmed by the Authority in writing, the Provider shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Provider representatives that visit NHS premises (to include use of the Life science Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been

achieved by the Provider, the Provider shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and policies.

6 Business continuity

6.1 Throughout the Term, the Provider will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Provider confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

6.1.1 the criticality of this Contract to the Authority; and

6.1.2 the size and scope of the Provider's business operations, regarding continuity of the provision of the Services during and following a Business Continuity Event.

6.2 The Provider shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Provider's business operations. The Provider shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Provider tests its Business Continuity Plan in accordance with the requirements of this Clause 6.2 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Provider shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

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

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

7 The Authority's obligations

7.1 Subject to the Provider providing the Services in accordance with this Contract, the Authority will pay the Provider for the Services in accordance with Clause 9 of this Schedule 2.

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

7.3 The Authority shall comply with the Authority's Obligations.

7.4 The Authority shall provide the Provider with any reasonable and proportionate cooperation necessary to enable the Provider to comply with its obligations under this Contract. The Provider shall at all times provide reasonable advance written notification to Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

8.1 Each Party shall nominate a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract.

Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager shall be of sufficient seniority and experience to be able to make decisions on the

day-to-day operation of the Contract. The Provider confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

- 8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Provider under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day-to-day operation of the Contract. Review meetings shall take place at the frequency specified in the Service Specification and Commercial Information. Should the Service Specification and Commercial Information not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.
- 8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Service Specification and Commercial Information) the Provider shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
 - 8.3.1 details of the performance of the Provider.
 - 8.3.2 details of any complaints from or on behalf of Service Users, their nature and the way in which the Provider has responded to such complaints since the last review meeting.
 - 8.3.3 the information specified in the Service Specification and Commercial Information.
 - 8.3.4 other information as reasonably required by the Authority.
- 8.4 The Provider shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Provider shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Provider shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities);. The Provider confirms and agrees that the Authority may itself provide the Third-Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.
- 8.5 Upon receipt of management information supplied by the Provider to the Authority and/or the Third-Party Body, or by the Authority to the Third-Party Body, the Parties hereby consent to the Third-Party Body and the Authority:
 - 8.5.1 storing and analysing the management information and producing statistics; and
 - 8.5.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.
- 8.6 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.5 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to anybody that is not a Contracting Authority (unless required to do so by Law).

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

9 Price and payment

- 9.1 The Contract Price shall be calculated in accordance with the provisions of Schedule 5.

- 9.2 Unless otherwise stated in the Contract, the Contract Price:

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

- 9.3 Unless stated otherwise in Schedule 5:

- 9.3.1 if the payment profile for this Contract is monthly in arrears, the Provider shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
- 9.3.2 where Clause 9.3.1, the Provider shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

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

- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Provider of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.
- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days, the query shall be referred to dispute resolution in accordance with Clause 24 of this Schedule 2. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Provider and the Authority has then failed to pay such sum within a reasonable period following such determination.
- 9.7 The Provider shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Service Specification and Commercial Information. For the avoidance of doubt, the Authority may invoice the Provider for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in

accordance with the provisions of the Service Specification and Commercial Information. Such invoice shall be paid by the Provider within 30 days of the date of such invoice.

9.8 The Authority reserves the right to set-off:

9.8.1 any monies due to the Provider from the Authority as against any monies due to the Authority from the Provider under this Contract; and

9.8.2 any monies due to the Authority from the Provider as against any monies due to the Provider from the Authority under this Contract.

9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges, or expenses) from the Provider under this Contract, the Authority may invoice the Provider for such sums. Such invoices shall be paid by the Provider within 30 days of the date of such invoice.

9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

10.1 The Provider warrants and undertakes that:

10.1.1 it shall comply with this Contract.

10.1.2 it has, and shall ensure its Staff shall have, and shall maintain throughout the term all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this contract.

10.1.3 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term.

10.1.4 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes.

10.1.5 it shall not make any significant changes to its system of quality processes in relation to the Services without notifying the Authority in writing at least twenty-one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented).

10.1.6 where any act of the Provider requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Provider shall comply fully with such notification and/or approval requirements.

10.1.7 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third-party rights, to include without limitation any Intellectual Property Rights.

10.1.8 it will comply with all Law, Guidance, Policies and the Provider Code of Conduct in so far as it is relevant to the provision of the Services.

- 10.1.9 it will provide the Services using reasonable skill and care and in accordance with Good Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff.
- 10.1.10 unless otherwise set out in the Service Specification and Commercial Information and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services.
- 10.1.11 without limitation to the generality of Clause 10.1.8 of this Schedule 2 , it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Practice, the requirements of the Service Specification and Commercial Information and any notices or instructions given to the Provider by the Authority and/or any competent body, as relevant to the provision of the Services and the Provider's access to the Premises and Locations in accordance with this Contract;
- 10.1.12 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Provider is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.
- 10.1.13 any equipment it uses in the provision of the Services shall comply with all relevant Law and Guidance, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Provider's risk and responsibility at all times.
- 10.1.14 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Service Specification and Commercial Information), it will ensure that any products purchased by the Provider partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out at Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased.
- 10.1.15 it shall use Good Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems.
- 10.1.16 it shall: (i) comply with all relevant Law and Guidance and shall use Good Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.
- 10.1.17 it shall at all times conduct its business in a manner that is consistent with any antislavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Provider's compliance with this Clause 10.1.17 of this Schedule 2 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.
- 10.1.18 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services, any

complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably).

- 10.1.19 all information included within the Provider's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (include, without limitation, as referred to in the Service Specification and Commercial Information) and all accompanying materials is accurate.
 - 10.1.20 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract.
 - 10.1.21 it is a properly constituted entity, and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract.
 - 10.1.22 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution.
 - 10.1.23 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Provider.
 - 10.1.24 there are no material agreements existing to which the Provider is a party which prevent the Provider from entering into or complying with this Contract.
 - 10.1.25 it has and will continue to have the capacity, funding, and cash flow to meet all its obligations under this Contract; and
 - 10.1.26 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Provider warrants that all information, data and other records and documents required by the Authority as set out in the Service Specification and Commercial Information shall be submitted to the Authority in the format and in accordance with any timescales set out in the Service Specification and Commercial Information.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2
, the Provider acknowledges that a failure by the Provider following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Provider warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.
- 10.4 The Provider warrants and undertakes to the Authority that it shall comply with any Procurement Guidance as it may apply to the Provider and shall carry out all reasonable acts required of the Provider to enable the Authority to comply with such Procurement Guidance.
- 10.5 The Provider warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Provider shall:
- 10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

10.5.2 promptly provide to the Authority:

- (i) details of the steps which the Provider is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (ii) such other information in relation to the Occasion of Tax Noncompliance as the Authority may reasonably require.

10.6 The Provider further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

11 Intellectual property

11.1 The Provider warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

11.2 The Provider hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt, or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Service Specification and Commercial Information, the Authority shall have no rights to commercially exploit (e.g., by selling to third parties) any deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

12 Indemnity

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

12.1.1 any injury or allegation of injury to any person, including injury resulting in death.

12.1.2 any loss of or damage to property (whether real or personal); and/or

12.1.3 any breach of Clause 10.1.7 and/or Clause 11 of this Schedule 2; and/or

12.1.4 any failure by the Provider to commence the delivery of the Services by the Services Commencement Date.

that arise or result from the Provider's negligent acts or omissions or breach of contract in connection with the performance of this Contract 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 any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.

12.3 In relation to all third-party claims against the Authority, which are the subject of any indemnity given by the Provider under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Provider, to transfer the conduct of such claims to the Provider unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

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

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

13 Limitation of liability

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

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

13.2 Subject to Clauses 12.2, 13.1, 13.3, and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the

greater of: (a) ten million GBP (£10,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Provider for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

- 13.3.1 extra costs incurred purchasing replacement or alternative services.
- 13.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients.
- 13.3.3 the costs of extra management time; and/or
- 13.3.4 loss of income due to an inability to provide health care services, in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

- 13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.
- 13.5 If the total Contract Price paid or payable by the Authority to the Provider over the Term:
- 13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of ten million pounds (£10,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000).
 - 13.5.2 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 ten million pounds (£10,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000).
 - 13.5.3 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 ten million pounds (£10,000,000) at Clause 13.2 of this Schedule 2 shall remain as ten million pounds (£10,000,000) but the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
 - 13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure ten million pounds (£10,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

- 13.6 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Provider shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of clinical negligence, employer's liability, public liability and professional indemnity in accordance with Good Practice with the minimum cover per claim of the greater of ten million pounds (£10,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. The provider whilst working within MFT as an Insource Provider will be covered by MFT Clinical Negligence Scheme for Trusts (CNST) provision.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Provider shall put in place and/or maintain the different types and/or levels of indemnity arrangements specified in the Contract, if any.
- 14.3 Provided that the Provider maintains all indemnity arrangements required by Law, the Provider may self-insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self-insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity covers and/or self-insurance arrangements shall not relieve the Provider of any liabilities under this Contract. It shall be the responsibility of the Provider to determine the amount of indemnity and/or self-insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Provider shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self-insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Provider warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a

result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

- 14.6 The Provider shall from time to time and in any event within four (4) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Provider pursuant to Clause 14 of this Schedule 2 and/or the provisions of the Contract are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Contract, the Provider shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty-one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.
- 14.8 No later than 4 months prior to the expiry of this Contract, or within 5 Business Days following the date of service of notice to terminate or of agreement to terminate this Contract (as appropriate), the Provider must provide to the Authority satisfactory evidence in writing of its (and its Subcontractors') arrangements to satisfy the requirements of Clause 14.7 of this Schedule 2. If the Provider fails to do so the Authority may itself procure appropriate indemnity arrangements in respect of such ongoing liabilities and the Provider must indemnify and keep the Authority indemnified against the costs incurred by it in doing so.

15 Termination

- 15.1 This Contract shall terminate automatically on the expiry or termination of the Contract.
- 15.2 The Authority:
 - 15.2.1 shall be entitled to extend the Term on one or more occasions by giving the Provider written notice no less than one (1) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term referred to in the Core Terms
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (subject to Clause 9.6 of this Schedule 2, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.5(ii) of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
 - 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party.
 - 15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

- 15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation, shall be deemed, for the purposes of Clause 15.5(ii) of this Schedule 2, a material breach of this contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.
- 15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:
- (i) not capable of remedy; or
 - (ii) in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.
- 15.5 The Authority may terminate this Contract by issuing a Termination Notice to the Provider if:
- 15.5.1 the Provider does not commence delivery of the Services by any Long Stop Date.
 - 15.5.2 the NHS Business Services Authority has notified the Authority that the Provider has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter or Determination).
 - 15.5.3 the Provider, or any third party guaranteeing the obligations of the Provider under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administrative (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, abstractive receiver, abstractor or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.5.4 the Provider breaches Clause 23 of Schedule 2 (Change in Control).
 - 15.5.5 the Provider purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 30.1 of this Schedule 2.
 - 15.5.6 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 15.7, 25.8; 27.2; 27.4 and 31.2 of this Schedule 2.
 - 15.5.7 the warranty given by the Provider pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Provider commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule, or the Provider fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable;
 - 15.5.8 the Contract has been substantially amended to the extent that the Provider Selection Regime require a new procurement procedure.

- 15.5.9 the Authority has become aware that the Provider should have been excluded under the Provider Selection Regime from the procurement procedure leading to the award of this Contract.
- 15.5.10 the Contract should not have been awarded to the Provider in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or
- 15.5.11 there has been a failure by the Provider to comply with legal obligations in the fields of environmental, social, or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social, or labour Law is a failure by the Provider, the Authority may to the terminating this Contract under this Clause 15.6.13 of this Schedule 2.
- 15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Provider and/or any third party guaranteeing the obligations of the Provider under this Contract when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Provider, the following process shall apply:
- 15.6.1 the Authority may (but shall not be obliged to) give notice to the Provider requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice.
- 15.6.2 a failure or refusal by the Provider to provide the financial or other security and/or assurances requested in accordance with Clause 15.7 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Provider and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
- 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process (as set out in Clause 24.3 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.5(i) of this Schedule 2.
- In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2, the Provider shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Provider or any relevant third-party entity upon request.
- 15.7 If the Authority novates this Contract to anybody that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract.
- 15.8 Within three (3) months of the Commencement Date the Provider shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Provider shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 15.8 of this Schedule 2 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 Consequences of expiry or early termination of this Contract

- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 16.2.1 the Provider shall comply with its obligations under any agreed exit plan.
- 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to Service Users and all other items provided on loan or otherwise to the Provider by the Authority shall be delivered by the Provider to the Authority provided that the Provider shall be entitled to keep copies to the extent that (a) the content does not relate solely to the Services; (b) the Provider is required by Law and/or Guidance to keep copies; or (c) the Provider was in possession of such data, documents and records prior to the Commencement Date; and
- 16.2.3 any Personal Data Processed by the Provider on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 The Provider shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 26.1 of this Schedule 2
- 16.4 The Provider shall cooperate fully with the Authority or, as the case may be, any replacement Provider during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with any Contract shall automatically terminate.
- 16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.
- 16.8 The expiry or earlier termination of the Contract shall not affect this Contract. For the avoidance of doubt, any obligations set out in the Contract that form part of this Contract shall continue to apply for the purposes of this Contract.

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

TUPE WILL NOT APPLY TO THIS CONTRACT

- 17.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Provider is aware of the proposed termination of the Contract, the Provider 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 Provider Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Provider 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 Provider 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 Provider 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 Provider shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.
- 17.4 The Provider 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 Provider is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2 , during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Provider 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 Provider Personnel.
 - 17.5.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any sub-contractor by more than 5% (except in the ordinary course of business).
 - 17.5.3 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Provider Personnel.
 - 17.5.4 replace any of the Provider Personnel or increase the total number of employees providing the Services.
 - 17.5.5 deploy any person other than the Provider Personnel to perform the Services.
 - 17.5.6 terminate or give notice to terminate the employment or arrangements of any of the Provider Personnel.
 - 17.5.7 increase the proportion of working time spent on the Services by any of the Provider Personnel; or
 - 17.5.8 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 Provider Personnel.
- 17.6 Clause 17.5 of this Schedule 2 shall not prevent the Provider or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Provider or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

- 17.7 Where the obligations on the Provider under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Provider will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Provider Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.
- 17.8 Having as appropriate gained permission from any Sub-contractor, the Provider hereby permits the Authority to disclose information about the Provider Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.
- 17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Provider or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.11 to Clause 17.14 of this Schedule 2 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.
- 17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Provider Personnel shall remain with the Provider or Sub-contractor as appropriate. The Provider will, and shall procure that any Subcontractor 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 Provider Personnel.
- 17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Provider shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.12 The Provider will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
- 17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date.
 - 17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date.
 - 17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date.
 - 17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
 - 17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring

Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE, and income

tax. The Provider shall for itself, and any Sub-contractor warrant that such records are accurate and up to date.

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

- 17.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Provider.
- 17.16.2 the Provider may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty-eight (28) days of the notification by the Authority or Successor.
- 17.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
- 17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

- 18.1 To the extent relevant to the Services, the Provider 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.
- 18.2 Each Party shall inform the other of all complaints from or on behalf of Service Users arising out of or in connection with the provision of the Services within twenty-four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

19 Sustainable development

- 19.1 The Provider 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 Provider shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Service Specification and Commercial Information. Without prejudice to the generality of the foregoing, the Provider shall:
 - 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Provider's supply chain.
 - 19.1.2 maintain relevant policy statements documenting the Provider's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Provider's business operations; and
 - 19.1.3 maintain plans and procedures that support the commitments made as part of the Provider's significant labour, social and environmental policies, as referred to in Clause 19.1.2 of this Schedule 2.
- 19.2 The Provider shall meet reasonable requests by the Authority for information evidencing the Provider's compliance with the provisions of Clause 19 of this Schedule 2.

20 Procurement of services

- 20.1 Procurement of the Services will be using the Provider Selection Regime.

- 20.2 This contract is established directly with the Provider and authority and not via a framework agreement.

21 Electronic services information

- 21.1 Where requested by the Authority, the Provider shall provide the Authority the Services Information in such manner and upon such media as agreed between the Provider and the Authority from time to time for the sole use by the Authority.
- 21.2 The Provider warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 21 of this Schedule 2.
- 21.3 If the Services Information ceases to be complete and accurate, the Provider shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
- 21.4 The Provider grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time.

22 Change management

- 22.1 The Provider acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Provider shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Service Specification and Commercial Information, as may be requested by the Authority from time to time.
- 22.2 Any change to the Services or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.
- 22.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

23 Change in Control

- 23.1 This Clause does not apply to a Change in Control of a company which is a Public Company.
- 23.2 The Provider must notify the Authority in writing on, and in any event within five (5) Business Days following, a Change in Control.
- 23.3 If the Provider indicates in the Change in Control notification an intention or proposal to make any consequential changes to its operations then, to the extent that those changes require a change to the terms of this Contract, the Parties will follow Clause 22 of this Schedule 2.
- 23.4 The Provider must supply to the Authority whatever further information relating to the Change in Control the Authority may, within twenty (20) Business Days after receiving such notification, reasonably request.
- 23.5 The Provider must not at any time permit a Restricted Person to hold 5% or more of the total value of any Security in the Provider or in any holding company or any of the subsidiaries (as defined in the Companies Act 2006) of the Provider.

24 Dispute resolution

- 24.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Provider shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Provider does not do so).
- 24.2 In the case of a Dispute arising out of or in connection with this Contract the Provider 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 24.3 of this Schedule 2 of this Contract as the first stage in the Dispute Resolution Procedure.
- 24.3 If any Dispute arises out of this Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of Schedule 1, 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.
- 24.4 If the procedure set out in Clause 24.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 24.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.
- 24.5 The mediation shall commence within twenty-eight (28) days of the confirmation of the mediator in accordance with Clause 24.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Provider 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.
- 24.6 Nothing in this Contract shall prevent:
- 24.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 24.6.2 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 Service Users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 24.7 Clause 24 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

25 Force majeure

- 25.1 Subject to Clause 25.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or

damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

25.2 The Provider shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 25 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:

25.2.1 the Provider has fulfilled its obligations pursuant to Clause 6 of this Schedule 2.

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

25.2.3 the Provider has complied with the procedural requirements set out in Clause 25 of this Schedule 2.

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

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

25.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicably 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.

25.6 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.

25.7 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.

25.8 If the Provider is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Provider.

25.9 Following such termination in accordance with Clause 25.8 of this Schedule 2 and subject to Clause 25.10 of this Schedule 2, neither Party shall have any liability to the other.

25.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 25.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

26 Records retention and right of audit

26.1 Subject to any statutory requirement and Clause 26.2 of this Schedule 2, the Provider shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.

- 26.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty-one (21) years from the date of expiry or earlier termination of this Contract.
- 26.3 The Authority shall have the right to audit the Provider's compliance with this Contract. The Provider shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Provider's compliance with its obligations under this Contract.
- 26.4 The Provider shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Provider's compliance with this Contract for the purposes of:
- 26.4.1 the examination and certification of the Authority's accounts; or
 - 26.4.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.
- 26.5 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Provider and may require the Provider to provide such oral and/or written explanations as they consider necessary. Clause 26 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification, or inspection of the accounts of the Provider under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 26.6 The Provider shall provide reasonable cooperation to the Authority, its representatives, and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.
- 26.7 The Provider shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Provider's compliance with the requirements of this Contract.

27 Conflicts of interest and the prevention of fraud

- 27.1 The Provider shall take appropriate steps to ensure that neither the Provider 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 Provider and the duties owed to the Authority under the provisions of this Contract. The Provider will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 27.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 27.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.
- 27.3 The Provider shall take all reasonable steps to prevent Fraud by Staff and the Provider (including its owners, members, and directors). The Provider shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 27.4 If the Provider or its Staff commits Fraud the Authority may terminate this Contract and recover from the Provider the amount of any direct loss suffered by the Authority resulting from the termination.

28 Equality and human rights

28.1 The Provider shall:

- 28.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
- 28.1.2 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 Provider 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
- 28.1.3 the Provider shall impose on all its Providers, obligations substantially similar to those imposed on the Provider by Clause 28 of this Schedule 2.

28.2 The Provider shall meet reasonable requests by the Authority for information evidencing the Provider's compliance with the provisions of Clause 28 of this Schedule 2.

29 Notice

29.1 Subject to Clause 24.5 of Schedule 2,, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Contract or such other person as one Party may inform the other Party in writing from time to time or to a director of the relevant Party at the head office, main UK office or registered office of such Party.

29.2 A notice shall be treated as having been received:

- 29.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
- 29.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
- 29.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

30 Assignment and novation

30.1 The Provider shall not, except where Clause 30.2 of this Schedule 2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Provider Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Provider and the Provider shall be liable to the Authority as if such act or omission had been committed or omitted by the Provider itself.

- 30.2 Notwithstanding Clause 30.1 of this Schedule 2, the Provider may assign to a third party (“**Assignee**”) the right to receive payment of any sums due and owing to the Provider under this Contract for which an invoice has been issued. Any assignment under this Clause 30.2 of this Schedule 2 shall be subject to:
- 30.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2.
 - 30.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid.
 - 30.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee’s contact information and bank account details to which the Authority shall make payment.
 - 30.2.4 the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
 - 30.2.5 payment to the Assignee being full and complete satisfaction of the Authority’s obligation to pay the relevant sums in accordance with this Contract.
- 30.3 Any authority does not allow for the Provider to Sub-contract any of its obligations under this Contract.
- 30.4 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this or any part of this Contract and the Provider warrants that it will carry out all such reasonable further acts required to affect such transfer, assignment, novation, subcontracting or disposal. If the Authority novates this Contract to anybody that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, subcontract, or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed by the Provider.

31 Prohibited Acts

- 31.1 The Provider warrants and represents that:
- 31.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following (“**Prohibited Acts**”):
 - (i) offered, given, or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
 - (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and
 - 31.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

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

31.2.1 the Authority shall be entitled:

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

31.2.2 any termination under Clause 31.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

31.2.3 notwithstanding Clause 24 of this Schedule 2, any Dispute relating to:

- (i) the interpretation of Clause 31 of this Schedule 2; or
- (ii) the amount or value of any gift, consideration, or commission,

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

32 General

32.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.

32.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.

32.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

32.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

32.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

- 32.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees, and other expenses so incurred.
- 32.7 The rights and remedies provided in this Contract are independent, cumulative, and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 32.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 32.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.
- 32.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Provider and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.
- 32.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 32.11 Subject to Clause 24 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have nonexclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 32.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

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

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

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

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

2 Data Protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Provider 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 Provider is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.
- 2.3 The Provider 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, as a requirement of this Contract, the Provider is Processing Personal Data relating to Service Users as part of the Services, the Provider shall:
- 2.4.1 complete and publish an annual information governance assessment using the NHS Data Security and Protection Toolkit.
 - 2.4.2 comply with all requirements in and meet the expected standard within the relevant NHS Data Security and Protection Toolkit.
 - 2.4.3 nominate an information governance lead able to communicate with the Provider's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Provider's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence.
 - 2.4.4 report all incidents of data loss and breach of confidence in accordance

with Department of Health and Social Care and/or the NHS England and/or NHS Digital guidelines.
 - 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously.
 - 2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic Service User record management service providing authorised healthcare professionals access to a patient's integrated electronic care record).
 - 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract.
 - 2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings.
 - 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Service Specification and Commercial Information; and
 - 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Provider by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.5 Where any Personal Data is Processed by the Provider in connection with this Contract, the Provider shall comply with the relevant obligations set out in Clause 2 of this Schedule 3.
- 2.6 The Provider 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 Provider's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

- 2.7 Where relevant, the Provider must create, maintain, store, and retain Service User Health Records for all Service Users, and it shall (and procure that Staff shall) use such records and any information relating to any Service User solely for the execution of its obligations under this Contract. The Provider shall give each Service User full and accurate information regarding their treatment and must evidence that in writing in the relevant Service User Health Record.

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 Provider 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 Provider agrees:

- 3.2.1 that this Contract and any recorded information held by the Provider on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations.
- 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority.
- 3.2.3 that where the Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider 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 Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider 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 Provider and this Contract; and
- 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.

- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.

- 3.4 Notwithstanding any other term of this Contract, the Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is

exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

- 3.5 In preparing a copy of this Contract for publication under Clause 3 of this Schedule 3 the Authority may consult with the Provider 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 Provider shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Provider 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 Service Specification and Commercial Information, the Provider will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided, and the obligations placed on the Provider. The Provider shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Service Specification and Commercial Information.
- 4.3 Where required in accordance with the Service Specification and Commercial Information, the Provider shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Service Specification and Commercial Information.

Schedule 4

Definitions and Interpretations

1 Definitions

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

“Actual Services Commencement Date”	means the date the Provider actually commences delivery of all of the Services;
"Authorised Person"	the Commissioner, the Authority or their authorised representatives, anybody or person concerned with the treatment or care of a Service User approved by the Commissioner or the Authority and (for the purposes permitted by Law) any authorised representative of any Regulatory or Supervisory Body;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Service Specification and Commercial Information;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
“Business Continuity Event”	means any event or issue that could impact on the operations of the Provider and its ability to provide the Services including any Force Majeure Event;
“Business Continuity Plan”	means the Provider’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Cabinet Office Statement”	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;

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"Change in Control"	<p>(a) any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a change in control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation; or</p> <p>(b) any change in the ability to control an NHS Foundation Trust, NHS Trust or NHS Body by virtue of the entering into of any franchise, management or other agreement or arrangement, under the terms of which the control over the management of the relevant NHS Foundation Trust, NHS Trust or NHS Body is conferred on another person without the Authority's prior written consent;</p>
"Codes of Practice"	has the meaning in Clause 1.2 of Schedule 3
"Commencement Date"	means the date set out in the Core Terms;
"Commissioner"	the commissioner under the Head Contract which may be NHS England or a Clinical Commissioning Group;
"Confidential Information"	<p>means information, data, and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is:</p> <p>(a) Personal Data including without limitation which relates to any Service User or his or her treatment or clinical or care history.</p> <p>(b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or</p> <p>(c) Policies and such other documents which the Provider may obtain or have access to through the Authority's intranet;</p>

“Contracting Authority”	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
“Contract Manager”	means for the Authority and for the Provider the individuals specified in Schedule 5 or as otherwise agreed between the Parties in writing
“Contract Price”	means the price exclusive of VAT that is payable to the Provider by the Authority under this Contract for the full and proper performance by the Provider of its obligations under this Contract calculated in accordance with the provisions of this Contract;
“Controller”	has the meaning in the GDPR;
“Convictions”	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
“Core Terms”	means the terms set out on the front page of this Contract;
“Data Protection Legislation”	means (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Protocol”	means any document of that name as provided to the Provider by the Authority (as amended from time to time in accordance with its terms) which shall include, without limitation, any such document appended to this Contract;
"DBS"	the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012;

"Direction Letter or Determination"	a letter or determination issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967 or Section 25(5) of the Public Service Pensions Act 2013) to the Provider, setting out the terms on which the Provider is to be granted access to the NHS Pension Scheme in connection with this Contract;
"Discloser"	has the meaning in Clause 1.1 of Schedule 3;

"Dispute(s)"	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to this Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
"Dispute Resolution Procedure"	means the process for resolving Disputes as set out in Clause 24 of Schedule 2;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"Electronic Trading System(s)"	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
"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"	has the meaning in Clause 1.2 of Schedule 3;

"Enhanced DBS & Barred List Check"	a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list, adults' barred list and children's and adults' barred list;
"Enhanced DBS Check"	a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for;
"Enhanced DBS Position"	any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Check or an Enhanced DBS & Barred List Check (as appropriate) is permitted;

"Procurement Guidance"	<p>means the NHS Procurement Strategy available via:</p> <p>http://www.gov.uk/government/collections/nhs-procurement</p> <p>together with any further Guidance issued by the Department of Health and Social Care in connection with it.</p> <p>Plus, the Provider Selection Regime (PSR):</p> <p>https://www.england.nhs.uk/long-read/the-provider-selection-regime-statutory-guidance</p>
"Equality Legislation"	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination, and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
"Exit Requirements"	means the Authority's exit requirements, as set out in the Service Specification and Commercial Information and/or otherwise as part of this Contract, which the Provider must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
"Fair Deal for Staff Pensions"	means guidance issued by HM Treasury entitled "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 (as amended, supplemented, or replaced);
"FOIA"	has the meaning in Clause 1.2 of Schedule 3

“Force Majeure Event”	<p>means any event beyond the reasonable control of the Party in question to include, without limitation:</p> <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract. (b) acts of terrorism. (c) flood, storm or other natural disasters. (d) fire. (e) unavailability of public utilities and/or access to transport networks to the extent no diligent Provider 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 Provider 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 Provider 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 Provider to provide the Services, but which is not confined to the workforce of the Provider or the workforce of any Subcontractor of the Provider; and (i) a failure in the Provider’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
“Fraud”	<p>means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament, or any Contracting Authority;</p>
GDPR	<p>means the General Data Protection Regulation (Regulation (EU) 2016/679);</p>

“General Anti-Abuse Rule”	<p>means</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
"General Conditions"	the general conditions of the NHS Standard Contract;
“Good Practice”	means using standard practices, methods and procedures conforming to the Law and reflecting up-to-date published evidence and using that degree of skill and care, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced clinical services provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract;
“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 Provider by the Authority and/or have been published and/or notified to the Provider by the Department of Health and Social Care, NHS Improvement, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the European Commission, the Care Quality Commission and/or any Regulatory or Supervisory Body and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Head Contract"	means the contract for the provision of clinical services, which includes the Services, between the Commissioner and the Authority based on the NHS Standard Contract;
"HM Government Cyber Essentials Scheme"	<p>means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at:</p> <p>https://www.gov.uk/government/publications/cyber-essentialsscheme-overview</p>
“Implementation Plan”	means the implementation plan, if any, referred to in Clause 1.2 of Schedule 2;

“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Service Specification and Commercial Information and/or otherwise as part of this Contract, which the Provider must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trademarks, knowhow, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Provider or any Sub-contractor and who had confirmed such interest in writing to the Authority;
"Issuing Party"	has the meaning in Clause 1.13 of this Schedule 4;
“Key Provisions”	means the key provisions set out in Schedule 1;
“Law”	<p>means any applicable legal requirements including, without limitation:</p> <ul style="list-style-type: none"> (a) any applicable statute or proclamation, delegated or subordinate legislation, byelaw, 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, byelaw, 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);
"Local Auditor"	a local auditor appointed by a relevant authority in accordance with the Local Audit and Accountancy Act 2014;
“Long Stop Date”	means the date, if any, specified in the Core Terms;

"National Tariff"	the national tariff, as published by Monitor under section 116 of the 2012 Act (including any rules included under section 116(4)(b) of the 2012 Act), as applicable at the time at which the relevant Service is provided;
"NHS"	means the National Health Service;
"NHS Body"	has the meaning given to it in section 275 of the 2006 Act:
"NHS Constitution"	the constitution for the NHS in England which establishes the principles and values of the NHS in England and sets out the rights, pledges and responsibilities for patients, the public and staff (and including the <i>Handbook To The NHS Constitution</i> , available at https://www.gov.uk/government/publications/supplements-to-the-nhsconstitution-for-england);
"NHS Employer"	has the meaning given to it in Annex 1 to the NHS Terms and Conditions of Service Handbook;
"NHS Employment Check Standards"	the pre-appointment checks that are required by Law, those that are mandated by any Regulatory or Supervisory Body policy, and those that are required for access to Service User Health Records: http://www.nhsemployers.org/your-workforce/recruit/employmentchecks ;
"NHS Pension Scheme"	the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and the National Health Service Pension Scheme Regulations 2015 (SI 2014/94);

"Occasion of Tax Non-Compliance"	<p>means:</p> <p>(a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle. (ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or <p>(b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
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“Party”	means the Authority or the Provider as appropriate and Parties means both the Authority and the Provider;
“Personal Data”	has the meaning in the GDPR;
“Policies”	means the policies, rules, and procedures of the Authority as notified to the Provider from time to time;
“Premises and Locations”	has the meaning in Clause 2.1 of Schedule 2;
“Process”	has the meaning in the GDPR. Processing and Processed shall be construed; accordingly,
“Processor”	has the meaning in the GDPR;
"Public Company"	<p>a company which:</p> <ul style="list-style-type: none"> (a) has shares that can be purchased by the public; and (b) has an authorised share capital of at least £50,000 with each of the company’s shares being paid up at least as to one quarter of the nominal value of the share and the whole of any premium on it; and (c) has securities listed on a stock exchange in any jurisdiction;
"Raising Concerns Policy"	<p>the model whistleblowing policy for NHS organisations, published by NHS Improvement and NHS England, available at https://improvement.nhs.uk/resources/freedom-to-speak-upwhistleblowing-policyfor-the-nhs/</p>
"Recipient"	has the meaning in Clause 1.1 of Schedule 3;
"Receiving Party"	has the meaning in Clause 1.13 of this Schedule 4;

<p>"Redundancy Repayment"</p>	<p>the sum £R, calculated as follows:</p> <p>£R = (S x (A – B)) – (C + D), where:</p> <p>S is the lesser of (a) the amount of a month's pay used to calculate your contractual redundancy payment, or (b) the amount of any maximum monthly sum for the purposes of that calculation applicable at the date of the redundancy, as determined by Agenda for Change</p> <p>A is the number of years used in the calculation of the contractual redundancy payment.</p> <p>B is the number of complete calendar months between the date of termination of the individual's employment by the NHS Employer and the date of commencement of their employment or engagement with the Provider or Sub-contractor.</p> <p>C is the total statutory redundancy payment that the individual was were entitled to receive on redundancy from the NHS Employer; and D is the amount of any income tax deducted by that NHS Employer from the contractual redundancy payment,</p> <p>But for the avoidance of doubt the individual will have no liability to repay any sum if B is greater than or equal to A;</p>
<p>"Regulatory or Supervisory Body"</p>	<p>any statutory or other body having authority to issue guidance, standards, or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including:</p> <ul style="list-style-type: none"> (a) CQC. (b) NHS Improvement. (c) NHS England. (d) the Department of Health and Social Care. (e) NICE. (f) Healthwatch England and Local Healthwatch. (g) Public Health England. (h) the General Pharmaceutical Council; and (i) the Healthcare Safety Investigation Branch;
<p>"Relevant Tax Authority"</p>	<p>means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Provider is established;</p>
<p>"Remedial Proposal"</p>	<p>has the meaning in Clause 15.4 of Schedule 2 of this Contract;</p>

"Restricted Person"	<p>(a) any person, other than an organisation whose primary purpose is to invest its own assets or those held in trust by it for others, including a bank, mutual fund, pension fund, private equity firm, venture capitalist, insurance company or investment trust, who has a material interest in the production of tobacco products or alcoholic beverages; or</p> <p>(b) any person who the Authority otherwise reasonably believes is inappropriate for public policy reasons to have a controlling interest in the Provider;</p>
"Security"	shares, debt securities, unit trust schemes (as defined in the Financial Services and Markets Act 2000), miscellaneous warrants, certificates representing debt securities, warrants or options to subscribe or purchase securities, other securities of any description and any other type of proprietary or beneficial interest in a limited company;
"Service Conditions"	the service conditions of the NHS Standard Contract;
"Services"	means the services set out in this Contract;
"Services Commencement Date"	means the date delivery of the Services shall commence as specified in the Contract. If no date is specified in the Contract, the services commencement date shall be the Commencement Date;
"Services Information"	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Provider to the Authority in accordance with Clause 21 of Schedule 2 for inclusion in the Authority's services catalogue from time to time;
"Service Specification and Commercial Information"	means the Service Specification and Commercial Information Document set out in the Contract and amended to reflect the requirements of this Contract;
"Service User"	a patient or service user for whom the Commissioner has a statutory responsibility and who receives Services under the Head Contract and this Contract;
"Service User Health Record"	a record which consists of information and correspondence relating to the particular physical or mental health or condition of a Service User (whether in electronic form or otherwise), including any such record generated by a previous provider of services to the Service User which is required to be retained by the Provider for medico-legal purposes;
"Staff"	means all persons employed or engaged by the Provider to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Standard DBS Check"	a disclosure of information which contains details of an individual's convictions, cautions, reprimands, or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions;

"Standard DBS Position"	any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/236659/DBS_guide_to_eligibility_v2.pdf
"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 Provider upon the expiry or earlier termination of this Contract;
"Provider Code of Conduct"	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, reissued, or re-named from time to time;
"Provider Personnel"	means any employee, agent, consultant and/or contractor of the Provider or Subcontractor who is either partially or fully engaged in the performance of the Services;
"Term"	means the term as referred to in the Core Terms;
"Termination Notice"	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination:
"Third Party"	means any Provider of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
"Third Party Body"	has the meaning in Clause 8.5 of Schedule 2;
"Transfer Date"	means the Actual Services Commencement Date;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;

"UK Standard Methods for Investigation"	a comprehensive referenced collection of recommended algorithms and procedures for clinical microbiology: https://www.gov.uk/government/collections/standards-formicrobiologyinvestigations-smi ;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax; and
"Very Senior Manager"	whether or not the relevant NHS Employer operates the <i>Pay Framework for Very Senior Managers in Strategic and Special Health Authorities, Primary Care Trusts and Ambulance Trusts</i> , an individual as described in paragraph 4 of that framework, whether that individual is engaged under a contract of employment or a contract for services.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented, or transposed from time to time.
- 1.3 References to any legal entity shall include anybody that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs, and clauses of, this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

Schedule 5 – Service Specification and Commercial Information

Provider	
Provider Contract Manager:	
Provider Contract Manager contact details:	
Authority Contract Manager Details:	
Authority Contract Manager:	
Authority Contract Manager contact details:	

Services to be Provided

Please detail the Services that will be provided, where and by when, by the Provider to the Authority

Scope of the Services

Summary of Responsibilities **To be completed for each contract**

The table below provides an overview of key elements of the patient pathway and which party is responsible for each as part of an insourcing approach:

Pathway Element	Responsible Party
Initial referral	Authority
Clinic review / assessment	Provider
Acceptance for outpatient appointments for Clinical Sessions	Authority
Requesting of investigations	Provider
Communication of Patients for insourcing activity and sharing of minimum dataset	Authority
Provision of premises and facilities for inpatient and outpatient environment (including but not limited to equipment, instruments, and consumables) for Clinical Sessions	Authority
Documentation / transcription of Clinical Sessions and relevant patient clinical information	Provider
Dictation of necessary referrals and the making of investigation requests	Provider
Record of outcome of Patient's appointments	Provider and Authority
Reporting of risks/incidents/compliments and complaints during Insourcing activity	Provider and Authority
Governance documentation to be shared with the Provider including, but not limited to, policies and visibility of departmental risks/emerging risks as well as mandatory training and appraisal compliance. The Authority will also share occupational health records and Disclosure and Barring Service status with the Provider to assist with onboarding process.	Authority

Informing the Authority's site manager regarding additional activity	Authority
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Services Implementation Plan

Please provide an Implementation Plan, where applicable, outlining how and when the Services will be provided by the Provider to the Authority

Policies

Please list and provide links to/copies of all policies with which the Provider is required to comply.

Relevant policies and procedures will be provided to the provider as part of the induction/implementation process. If during the period of the contract policies/procedures are superseded the revised version will be provided.

Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

N/A to this Contract

Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Authority.
- can be applied solely to enhance or augment existing provisions within the contract

Please insert any applicable Special Terms below.

Excluded Services/Patient Groups

Cancellations Policy

Referral Policy

Charges

The Contract Price of the Services are to be included below:

Detail all contractual charges below:

Non-attendance and Charges

-

Confidential Information

Please detail all information relevant to this Contract which either party considers to be treated as Confidential Information.

Commercial information contained within the contract should be treated as confidential.

Complaints/Escalation Procedure

Please detail the Authority's additional requirements regarding complaints.

No additional requirements.

Limit of Liability

Please populate the limit of liability values.

The limits of liability set out in Clause 13 of Schedule 2 shall apply.

The Authority confirms that, to the extent the Provider is providing the services herein as its sub-contractor, the Provider – **Name-** is named as a material sub-contractor in the relevant NHS standard contract for the commissioning of healthcare services. This means that the Provider is covered by the Authority's Clinical Negligence Scheme for Trusts (CNST). The Authority shall ensure that the scope of such cover shall extend to the Provider during the currency of the Contract and thereafter for the period of 21 years from the date of expiry or earlier termination of the Contract.

The Authority acknowledges and agrees that the following provisions of the NHS Standard Contract 2024/5 General Conditions (Full Length), are deleted and shall not apply to the Contract:

- GC 5.4.3 (Indemnity Arrangements).
- GC 11.3.2 (Clinical Negligence); and
- GC 11.3.4 (Professional Negligence).

Management Information (MI)

In addition to the management information required by the Authority under the Contract, the Provider shall provide to the Authority the following Management Information at the frequency outlined.

1. Performance against agreed delivery metrics
2. Performance against budget set for the contract
3. Key risks/issues and mitigations

Monthly meetings to take place to review performance.

Invoicing

Please detail all specific invoicing requirements here.

The Authority shall provide the Provider with a Purchase Order (PO) that includes a reference to the Contract. The PO reference must be quoted on all invoices.

The Provider will submit invoices to the Authority on a monthly basis throughout the Term of the Contract in respect of the Contract Price payable in each such month. The Provider will itemise the applicable Clinical Sessions on the invoice with reference to the specialty, type of Clinical Session, date of Clinical Session and number of patients.

The Authority shall pay all invoices for sums due to the Provider under the Contract within thirty (30) days from the date of submission of the invoice by the Provider to the Authority. If the Authority disputes all or any part, of an invoice, then such dispute must be raised with the Provider in writing, no later than fifteen (15) days following the date of submission of the invoice to the Authority.

All payments under the Contract shall be made in pounds sterling by electronic transfer of funds to the bank account of the Provider specified in the relevant invoice, quoting the invoice number against which payment is made.

All amounts expressed in or due under the Contract are exempt of VAT.

If any supply made pursuant to the Contract becomes chargeable to VAT, then the Authority (as the entity receiving the supply) shall in addition pay the amount of that VAT against receipt by the Authority of a proper VAT invoice in respect of that supply.

All invoices must be submitted to the following email address: Accounts.Payable@mft.nhs.uk and to the Contract Manager as detailed in Schedule 5 of this contract. All invoices must go through a receipting in process against the PO.

Exit Requirements

Please include details of any exit requirements with which the Provider is required to comply.

Other Specific Requirements