IDevelop Management Consultancy Limited – Terms and Conditions

1. Definitions

1.1 In this document, unless the context otherwise requires, the expressions below have the following meanings:

"Audit" the Client's right to:
   (a) verify the accuracy of the fees and any other amounts payable by the Client under the agreement;
   (b) verify iDevelop's compliance with the applicable law;
   (c) obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
   (d) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources;

"Client" THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, acting as part of the Crown, of 39 Victoria Street, Westminster, London SW1H 0EU, and hereinafter referred to as "the Client", "you" and "your";

"Confidential Information" means all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential;

"The Schedule" the separate document in which the specific Services to be provided are set out, with timescales, fees, payment terms and other details and any terms and conditions specific to that Service

"Services" that which is to be provided by the Supplier to the Client as set out in the Schedule

"Supplier"; iDevelop Management Consultancy Limited, hereinafter referred to as "IDevelop", "we", "us", "our"

"Transparency Information" means: In relation to agreements with a value above the relevant threshold set out in Part 2 of the Public Regulations 2015 only, the content of the agreement, including any changes to this agreement agreed from time to time, as well as any information relating to the Services and performance pursuant to the agreement required to be published by the Client to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) and Public Procurement Policy Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) except for:
   (a) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000, which shall be determined by the Client; and
   (b) Confidential Information.

1.2 Any reference in this document to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this document are for convenience only and shall not affect their interpretation.

2. Application

2.1 These Terms and Conditions shall apply to the provision by iDevelop of Services to the Client, as detailed in the Schedule or any subsequent email.

2.2 We accept your instructions in good faith and assume these are provided by an officer of your organisation with authority to procure.

2.3 In the event of conflict between these Terms and Conditions and any other terms and conditions of the Client, the former shall prevail unless expressly agreed by iDevelop in writing.

2.4 If you request Services from us and your request is accepted, our acceptance of your request is conditional on your agreement to these Terms and Conditions in full. For the avoidance of doubt, such agreement will be deemed to be given through the signing and return of the Schedule or an email from an officer of your organisation instructing the commencement of work.

2.5 These Terms and Conditions may be varied in writing by mutual agreement from time to time.

2.6 The Client's new hospital programme ("NHP") was established to deliver the Government's commitment to build 40 new hospitals by 2030 as well as alignment with the DHSC Healthcare Infrastructure plan, and to deliver supporting objectives of developing the national capability in healthcare infrastructure and delivering additional schemes as required over the long term. The NHP will address longstanding issues with existing hospital sites and improve the productivity, quality and experience of care for patients, their families and the NHS workforce.

2.7 For the period to 3 July 2023 , NHP operated as a joint unit across NHS England ("NHSE") and the Client.

2.8 On and from 3 July 2023, NHSE and the Client have agreed to implement a new 'Sponsor-Delivery' model to formalise the accountabilities of the Client and NHSE in respect of the NHP. The Sponsor-Delivery model includes an "NHP Sponsor Team' that will be hosted and operate within DHSC and the "NHP Delivery Team" that will be hosted and operate within NHSE – collectively these teams make the New Hospital Programme.

3. Statement of Professional Standards

3.1 iDevelop's business will be conducted in accordance with the Code of Professional Conduct of the Institute of Management Consultants, the Health Professions Council and the British Psychological Society

4. Responsibilities of iDevelop

4.1 With effect from the commencement date of this document, as set out in the Schedule, and in consideration of the fees being paid in accordance with the Payment terms, we will provide the Services expressly identified in the Schedule or otherwise agreed under these Terms and Conditions.

4.2 We will keep and maintain records of work completed and make them available to you in line with the terms of the specific Service.

4.3 We will provide regular reports on the progress of any work being completed on your behalf.

4.4 We will raise any issues or concerns that may be found during the term of the Service provision.

5. Responsibilities of the Client

5.1 You will give iDevelop all proper and necessary and timely instructions, authority, data and information to enable us to undertake lawfully and effectively the Services instructed, and to complete the work within agreed timescales as set out in the Schedule.

5.2 You hold the right to supply iDevelop with any such information, and in doing so do not infringe any rights

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held by any third party or cause a breach by either party of any regulations or other legal duty owed to any third party.

5.3 You will promptly notify iDevelop if any further or different data, documentation or information comes to your attention which renders any earlier information provided untrue or misleading.

5.4 You will cooperate fully with iDevelop in the provision of the Services.

6. Service Provision

6.1 iDevelop will use all reasonable skill and care to perform the Services identified in the Schedule or otherwise agreed under these Terms and Conditions. Unless expressly agreed in writing no further conditions, warranties or representations are given by iDevelop in relation to the Services and any such terms are excluded to the fullest extent permitted by law.

6.2 All commitments with respect to the timing and scope of a project given to you by iDevelop, whether verbal or written, are made in good faith but are made necessarily in advance of knowing the full scope that may pertain to performance on specific points. Should you change the scope, without prior discussion and agreement with iDevelop, we agree to use its best endeavours to fulfil such commitments to you on the timing and the scope of consultancy and other projects, we cannot guarantee performance in either respect.

6.3 Service provision time includes all office, administrative, preparatory and telephone time spent acting for you in addition to actual Client meetings and any or other onsite work. Service provision time also includes travel time which may on occasions be absorbed or waivered or charged at a separate rate as per the Schedule. All work is charged at the agreed rate as set out in the Schedule.

7. Fees

7.1 Where iDevelop has provided you with an estimate for Services, we reserve the right to increase that estimate where there is a client led change in the Services to be supplied under the Schedule. All fees will be agreed in advance.

7.2 You agree to pay our fees in accordance with the Payment terms.

7.3 Our fees are based on a "time-based" (normally daily or hourly except where otherwise agreed in advance) rate or "fixed fee" (where the fee is agreed for the work to be completed regardless of how long it takes). The Schedule lists the basis on which we agree to supply the Services. Any additional work required which is not covered will be agreed with you and will result in a new Schedule being issued.

7.4 You agree to pay iDevelop for any additional Services provided by us that are not specified in the Schedule in accordance with the then current applicable daily or hourly rate in effect at the time of the performance or such other rate as may be agreed. We will not incur these without your prior consent unless circumstances are exceptional.

7.5 All sums payable by either party pursuant to the Schedule are exclusive of any Value Added Tax unless otherwise stated.

8. Expenses

8.1 iDevelop shall be entitled to recover from you reasonable incidental expenses in connection with the provision of the Services.

8.2 The Schedule will set out where expenses will be charged. You agree to reimburse such expenses in addition

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to the Service fees.

8.3 Expenses will be charged at cost (with the exception of mileage which is charged at the HMRC approved mileage rate for the first 10,000 miles of business mileage, ██ p as of January 2019).

8.4 Any additional charge for incidental expenses will normally be waived, except where such costs are significant in value in which case the expense will be agreed with you in advance.

8.5 Every attempt will be made to minimise expenses and we will never pass on to you more than the actual cost incurred.

8.6 Invoices for expenses will normally be presented as a separate item within the invoice for the nearest (time-wise) payment to the expenses being incurred.

8.7 Allowable expenses are charged to you at the gross invoice value.

9. Payment

9.1 Payment of fees rendered by invoice are due as standard, and unless otherwise agreed, within 30 days from the invoice date.

9.2 Payment to us must be for the full amount agreed and as invoiced, and you agree to adjust all payments to take into account any charges levied (such as may be made by the transferring bank) so that the full amount due is received by iDevelop.

9.3 You agree to pay all government taxes and duties, regardless of origin, that may apply to your payments to iDevelop. Each party will be responsible for recovering their own entitlements in respect of pre-payments (such as in respect of VAT or sales tax).

9.4 iDevelop reserves the right to apply ██ % of the invoice value for payments not received within agreed terms. Moreover, iDevelop reserves the right to apply to any overdue accounts at a rate of ██ % over the HSBC base rate per month on all amounts that remain unpaid 30 days after the agreed payment date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

9.5 Where payment has not been received, we reserve the right to withhold Services, documents and information, and have the right to cease to work on your account, and to terminate the engagement if payments are unduly delayed. In such circumstances, iDevelop will not be responsible for any inconvenience, loss or damage caused. This right applies not just to the Service for which the payment is in arrears but also any other Services supplied to you by us, whether or not payments against those are in arrears.

9.6 iDevelop must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Client can publish the details of the late payment or non-payment.

10. Variation and Amendments

10.1 If you wish to vary any details of the Schedule you must notify us in writing at your earliest opportunity. iDevelop shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to you.

11. Staff and Contractors

11.1 With your express and written agreement, iDevelop shall be entitled to subcontract, delegate or assign the provision of any Services or any of their rights or duties under these Terms.

11.2 iDevelop shall have discretion as to which of our Consultants are assigned to perform the Services.

11.3 Where a named Consultant is assigned as your account or project lead, we will use our best endeavours to ensure that this Consultant remains allocated to your account or work for its' duration.

12. Copyright and Intellectual Property

12.1 Unless otherwise agreed, iDevelop assigns to the Client all copyright, intellectual property and any other rights (if any) which may subsist in the products of, or in connection with, the provision of our Services, which includes, but is not limited to, generic and tailored documents, analysis, reports, presentations and materials etc held both electronically and on paper. iDevelop is unable to assign copyright for any proprietary materials that are used in the provision of Services but shall grant a licence to the Client of any proprietary material to enable the Client to receive and use of such proprietary materials.

12.2 iDevelop reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright or intellectual property.

12.3 You undertake to keep all materials created by iDevelop confidential and not to copy, publish or distribute any such information, materials or documents to any third party without iDevelop's prior written consent (except where such information is in the public domain or you are required to disclose such information by law).

12.4 Your interests in respect of this clause and any materials provided by you to us are protected by iDevelop's blanket confidentiality commitment in respect of the dissemination of any and all materials related specifically to your business outlined in 13. below.

13. Confidentiality

13.1 All data, documentation and information provided by you and advice given by iDevelop is treated in the strictest confidence, disclosed only to those who need access to it in order to deliver Services and stored, whether in hard copy or electronically, under strictest security at our offices.

13.2 We agree never to share information relating to your business with any third party without prior consent, except as required to complete the Services, and unless required to do so by law. Likewise, subject to clause 13.2A, you agree not to use or copy or allow use of the output of the work we do for you with a third party without our prior permission.

13.2A The Client may disclose the Confidential Information of iDevelop, including the output of the work iDevelop does for the Client, in any of the following cases:
   i.   where disclosure is required by law;
   ii.   on a confidential basis to the employees, agents, consultants and contractors of the Client;
   iii. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Client transfers or proposes to transfer all or any part of its business to;
   iv.   on a confidential basis to NHS England;
   v.   if the Client (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
   vi.   where requested by Parliament; and
   vii. under clauses 9.6 and 13A.

13.2B Transparency Information is not Confidential Information.

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13.3 We will communicate with you electronically and you accept the risks associated with such communications, except anything arising through our negligence or wilful default.

13.4 This clause 13 shall survive termination and shall continue in full force and effect.

13A. Transparency and Freedom of Information

13A.1   iDevelop acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs").

13A.2   iDevelop must tell the Client within 48 hours if it receives a Request For Information (as defined by FOIA or the EIRs as relevant (where the meaning set out for the term "request" shall apply)).

13A.3   iDevelop shall provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations:
    i. under the FOIA and EIRs; and
    ii. in relation to publishing Transparency Information.

13A.4   To the extent that it is allowed and practical to do so, the Client will use reasonable endeavours to notify iDevelop of a Request For Information and may talk to iDevelop to help it decide whether to publish information under clause 13A. However, the extent, content and format of the disclosure is the Client's decision in its absolute discretion.

14. Conflicts

14.1 iDevelop will bring to your attention any conflict of interest that may arise between your instructions and the terms under which iDevelop is acting, or has acted, for another client at the time that it becomes apparent to iDevelop (where such third party instructions were received prior to your instructions). Such a declaration by iDevelop will be general in nature so as not to prejudice the confidentiality with the third party. You will notify us if you have any reason to believe that such a conflict has arisen or may arise.

14.2 You recognise that we may have to terminate Services to you in line with clause 21. in the event that a conflict arises between our duties to you and to another client if, in our judgement, we are unable to proceed with the Services and maintain our fiduciary duty.

15. Liability

15.1 Where any loss or damage occurs as the result of you providing misleading, incomplete or false information, no liability will be accepted.

15.2 iDevelop provides information, advice and services in good faith based upon information available to us at the time. It is for you to decide whether or not to accept our advice in making your own management decision. We advise that any data critical to a decision should be independently verified prior to being acted upon.

15.3 The advice we give you is not to be used by a third party without our written consent. We also accept no legal responsibility from third party use of the information and advice provided by us.

15.4 Except in respect of death or personal injury caused by our negligence or any other liability that cannot be excluded by law, no party will be liable to the other for any loss of profit or any indirect, special or consequential loss (such as lost profit, lost opportunity, lost reputation).

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15.5 Not used.

15.6 Without prejudice to other more restrictive limitations elsewhere in these Terms and Conditions, each party's total aggregate liability is limited to the value of the Services set out in the Schedule.

15.7 You accept that the limitations of iDevelop's liability set out above are reasonable in all the circumstances.

15A Insurance

15A.1 iDevelop shall ensure it has ███████ insurance cover for this agreement.

16. Force Majeure

16.1 Neither iDevelop nor the Client shall be liable to the other or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of either party's obligations if the delay or failure was due to any cause beyond that party's reasonable control and which could not have been reasonably predicted. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

   i.   Act of God, explosion, flood, tempest, fire or accident;
   ii. war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;
   iii. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
   iv. Strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either iDevelop or the Client or of a third party);
   v.   Power failure or breakdown in machinery.

16.2 Where the delay caused by events outside either party's control or influence causes such delay that the purpose of these Terms and Conditions is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of work set out in the Schedule. In such circumstances, you will not make any further payment of fees but there will be no refund of payments already made (including any payments for any Services that remain unfulfilled) and iDevelop will be entitled to recover any costs already incurred.

17. Waiver

17.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.

17.2 A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and either signed by the waiving party or emailed from the work email address of an appropriate officer of the waiving party's organisation, and then only in the instance and for the purpose for which the waiver is given.

18. Data Protection

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation (which shall mean shall mean (i) the Data Protection Act 2018 and (ii) the UK General Data Protection Regulation and any successor UK legislation relating to data protection and privacy). This clause 18 is in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the

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controller and the Supplier is the processor. Annex 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

18.3 Without prejudice to the generality of clause 18.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

18.4 Without prejudice to the generality of clause 18.1, the iDevelop shall, in relation to any personal data processed in connection with the performance by iDevelop of its obligations under this agreement:

18.4.1 process that personal data only on the documented written instructions of the Client unless iDevelop is required by Applicable Laws (which shall mean which shall mean all applicable laws, statutes, regulations and codes from time to time in force) to otherwise process that personal data.

18.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

18.4.4 not transfer any personal data outside of the UK unless the prior written consent of the Client has been obtained.

18.4.5 assist the Client in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.4.6 notify the Client without undue delay on becoming aware of a personal data breach;

18.4.7 at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data;

18.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and

18.4.9 indemnify the Client against any loss or damage suffered by the Client in relation to any breach by iDevelop of its obligations under this clause 18.

18.5 iDevelop will not appoint any third-party processor of personal data under this agreement without first obtaining the Client's consent

18A Audit

18A.1 iDevelop must allow any auditor appointed by the Client access to its premises to verify all contract accounts and records of everything to do with this agreement and provide copies for the Audit.

18A.2   During an Audit, iDevelop must provide information to the auditor and reasonable co-operation at their request.

18A.3   The parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material default by iDevelop, in which case iDevelop will repay the Client's reasonable costs in connection with the Audit.

19. Publicity

19.1 iDevelop shall have the right, provided express consent has been obtained from you, to publicise the fact that your organisation is, or was, a Client and to utilise your organisation's name in publicity materials.

20. Recruitment of Personnel

20.1 Each party undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the provision of these Services during the course of period of work covered by the Schedule.

21. Termination

21.1 iDevelop shall be entitled to terminate any Services immediately if you fail to make payment of any fees which are due and payable, or if you are otherwise in material breach of these Terms and Conditions.

21.2 Unless individual Terms apply, you or we may terminate our engagement by giving 60 days' written notice.

21.3 Where a termination is by iDevelop, you shall be entitled to a refund of that proportion of any advance of fees that relate to the time not worked at that time.

21.4 Where you terminate a Schedule of work, we reserve the right to retain any prepayment received in respect of the Schedule. As a minimum, you shall pay for all stages of the work in the Schedule that have been commenced. Should you choose not to have work completed on that stage underway prior to termination, you remain liable for payment in full of this stage. You also agree to pay all expenses incurred, whether or not these relate to the stages terminated or to any prior stages.

21.5 In the event of termination, expenses incurred shall be interpreted as including all monies spent on your behalf plus all spending irrevocably committed to on your behalf by iDevelop up to the date of termination plus any cancellation charges that may be levied by third party suppliers as a result of the termination.

21.6 Immediate termination of the agreement by either party if:

   i.   The Client or iDevelop is in breach of any of its obligations hereunder; or
   ii.   The Client or IDevelop has entered liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or
   iii. The Client or iDevelop has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
   iv.   The Client or iDevelop ceases or threatens to cease to carry on business; or
   v.   Any circumstances whatsoever beyond the reasonable control of the Client or iDevelop (including but not limited to the termination, through no fault of either Party, the termination of the service) that necessitate the termination for whatever reason of the provision of services.

21.8 In the event of termination under the above clause, except if termination results from a breach by iDevelop of its obligations under this agreement, iDevelop shall retain any sums already paid by you without prejudice to

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any other rights we may have whether at law or otherwise.

21.9 Clauses which expressly or by implication survive termination shall continue in full force and effect

22. Complaints and Disputes

22.1 We want you to be entirely satisfied with the services provided to you. If, however, you are not satisfied, please notify us without delay. The matter will be dealt with in accordance with iDevelop's Complaints Procedure.

22.2 All unresolved disputes between the parties shall be referred to independent arbitration.

23. Applicable Law and Jurisdiction

23.1 These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts.

24. Integral part of Contract

24.1 In signing the Schedule, you accept that all of these terms have been read, understood and agreed.

24.2 Each of the parties warrants that it has power to enter into this agreement and has obtained all necessary approvals to do so.

24.3 The parties agree that these terms are fair and reasonable in all the circumstances. However, if any part, term or provision of these Terms and Conditions or the Schedule is or becomes or is declared by any court or competent authority to be void, illegal or unenforceable, it will be deemed to be deleted and the remaining provisions will continue in full force and effect.

24.4 Unless otherwise expressly stated, all notices from you to us must be in writing and posted or emailed to our business office.

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Signed for and behalf of iDevelop Management Consultancy Limited:

DocuSigned by:

█████████████████████████

Full Name: ████████████

Job Title/Role: CEO

Date Signed: 14/7/23

NAME: ████████████

POSITION: MANAGING DIRECTOR

Signed for and behalf of The Secretary of State for Health and Social Care:

DocuSigned by:

█████████████████████████

Full Name: Sachin Joshi

Job Title/Role: Deputy Director of Commercial

Date Signed: 17/07/2023

NAME: Sachin Joshi

POSITION: Deputy Director of Commercial Assurance, Policy, Systems & Intelligence, and Capability

Schedule:

Expert Advisor

1) To support the SRO with the strategic priorities and direction for the New Hospital Programme to include all aspects of the programme including programme governance and stakeholder management.
2) To support the SRO and Minister build a high performing team focused on achieving outcomes at pace.
3) To support the development of the overall business case providing advice and recommendations on how to move at pace compliantly.
4) To provide assurance for the SRO and Minister on various aspects of the programme as required
5) To provide relevant support and challenge to all aspects of the programme, working with colleagues across the NHS, Department of Health, other Government Departments, industry parties to establish lean and agile frameworks of operation that support the delivery of agreed outcomes.
6) To deliver specified and agreed work packages on behalf of the Programme to ensure that outcomes are delivered in accordance with expected standards.
7) To support the Minister and SRO integrate the programme into the wider DOH/Government agenda, for example housing, levelling up etc

Timings:

The schedule covers the period from 1 August 2023 to 31 January 2024 and is typically 2.5 to-3 days per week, but will flex according to specific programme need.

Costs:

Discounted contract rate of £114,550 + vat plus to be invoiced in accordance with the following terms:

1. ████████████████████
2. ████████████████████████
3. ████████████████████████████

Notes:

The contract rate includes all reasonable expenses that are incurred, e.g. travel to and from sites within the UK to discharge the requirements of the contract. The contract rate does not include extended periods of overnight stays

All reasonable additional work requests that fall within the broad scope of this agreement will be accommodated.

Annex 1

Subject matter of the processing	As set out in the body of this agreement.
Duration of the processing	For the duration of the agreement between the parties and in line with the Client's applicable data retention policies.
Nature and purpose of the processing	The data will be collected and used by both parties and shared in a secure and safe manner. The data will be processed for the purposes of reviewing and advising on operational design.
Type of personal data involved	Name, gender, salaries, education, qualifications, appraisals.
Categories of data subject	Employees, casual workers of the Client and staff of suppliers to the Client