



Salisbury Managed
Procurement Services

S10353 – Apprenticeship Education Framework





Contract Agreement and Call Off





Note – This Employer / Provider Call Off contract is governed by the Framework Contract S10353 between the Provider and Framework Operator (Salisbury NHS Foundation Trust).

Contracting Authority (Employer)	National Institute For Health and Care Excellence (NICE)
Employer Contact Name	[REDACTED]
Employer Address	Level 1A City Tower, Piccadilly Plaza, Manchester, M1 4B
Employer Contact Email	[REDACTED]
Education Provider (Supplier)	Multiverse Group Limited
Supplier Contact Name	[REDACTED]
Supplier Address	91-93 Baker St, Marylebone, London W1U 6QQ
Supplier Contact Email	[REDACTED]
Salisbury Framework URN Number	10353-2807_2808
<p>Please note – This Contract is NOT valid unless a URN number has been issued by Salisbury to both the Authority and the Supplier. This number will be inserted above at time of Contract Issue and a completed URN form will be issued to both Parties.</p> <p>The Supplier MUST be in receipt of a URN/Order Form bearing an issued URN Number for all cohorts enrolled under this contract.</p> <p>At all times the Framework Terms & Conditions published (S10353) will apply in addition to this document.</p> <p>ALL documentation issued by Suppliers MUST carry the Order Number allocated by Salisbury.</p> <p>Suppliers must NOT request contract changes from the Authority named. Any contract content enquiries must be sent to Salisbury as the framework operator, by email to sft.commercial@nhs.net</p>	

SMPS

Salisbury Managed
Procurement Services

Contract Declaration	
Both Parties confirm that they have read and understood the Framework Terms Contract issued as part of this Procurement, including the Provider responses and the Order of Precedence. Both Parties agree to be bound by those Contract terms.	
For the Contracting Authority (Employer) Contract Manager	For the Education Provider
DocuSigned by:  8B9B88DFC87A58...	DocuSigned by:  AD6C50B717AC493...
Signatory Name : 	Signatory Name : 
Signatory Position : Learning and development practitioner	Signatory Position : Area Vice President
Date of Signature : 24 July 2023	Date of Signature : 24 July 2023

For the Contracting Authority (Employer) Budget Holder	For the Contracting Authority (Employer) Procurement
DocuSigned by:  628D4DCD0DF748A...	DocuSigned by:  64F3CF8AE42C4CF...
Signatory Name : 	Signatory Name : 
Signatory Position : Interim Director of Finance	Signatory Position : Procurement Manager
Date of Signature : 27 July 2023	Date of Signature : 16 August 2023



Salisbury Managed
Procurement Services

**FRAMEWORK (EMPLOYER) TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (CONTRACT
VERSION)**

The Authority	National Institute For Health and Care Excellence (NICE)
The Supplier	Multiverse Group Limited
Type of Services	<p>Provision of Apprenticeships under Framework S10353.</p> <p>If the URN begins 10353- then the contract covers all standards listed by the provider.</p> <p>If the URN begins 3xxxx- the contact covers solely the standards detailed in Schedule 6 and cannot be transferred to other Standards.</p>
Start Date	Date of Student Placement
End Date	<p>Student enrolments – up to 31st March 2025</p> <p>Apprentices - Date of Course Completion (including EPA) or Termination</p>

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

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

The Definitions in Schedule 2 apply to the use of all capitalised terms in this Contract.

Schedules

(External) Apprenticeship Funding Rules	As published by the Education & Skills Funding Agency at https://www.gov.uk/guidance/apprenticeship-funding-rules
(External) The Requirements of the relevant Apprenticeship Standard	As published by the Institute for Apprenticeships and Technical Education at https://www.instituteforapprenticeships.org/apprenticeship-standards/?
Schedule 1	Key Provisions
Schedule 2	General Terms & Conditions
Schedule 3	Definitions & Interpretations
Schedule 4	Contract Key Performance Indicators
Schedule 5	Authority local Requirements, Terms or Service Specification (where issued)
Schedule 6	Supplier’s Response to ITT – added as a Docusign attachment, may be multiple documents

SMPS

Salisbury Managed
Procurement Services

Schedule 7	Supplier's Apprenticeship Agreement (added as a DocuSign attachment where provided) and shall not overwrite any Term within the Framework Contract. Must not carry Learner Identifiable data (where issued)
------------	---

Note

This is a Contract to provide the services detailed above and in line with tender documentation issued. This does not form a volume commitment nor imply any exclusivity to provide the services detailed during the lifetime of the Contract.

Student numbers are only confirmed at the time of individual student / cohort commencement.

Where multiple Contracting Authorities are listed as signatories, no joint liability is established between those Contracting Authorities. Each Authority forms an independent contractual relationship with the Supplier.

In all cases where Supplier documentation is enclosed as a Schedule, in the event of any conflict between the contents of those documents and these NHS Terms, the NHS Terms shall prevail.

Any documentation issued to Contracting Authorities by Suppliers outside of this Contract shall, in the event of a dispute, be secondary to the Terms of this Contract.

Apprenticeship Conditions or Regulations (Funding Rules) issued by the Education & Skills Funding Agency, and the shall have precedence at all times.

Contract content questions must only be directed to Salisbury NHSFT at sft.commercial@nhs.net

Apprenticeship Funding Rule questions should be directed to the Education & Skills Funding Agency :

helpdesk@manage-apprenticeships.service.gov.uk

Telephone 08000 150 6000



Salisbury Managed
Procurement Services

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 26 of this Schedule 1 shall apply to this Contract.
- 1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Term

- 2.1 New Enrolments – This contract shall be valid for new learners to be enrolled with the Supplier up to 31st March 2025.
- 2.2 Learners on programme – This contract shall remain in force beyond the period in 2.1 whilst enrolled learners complete their Apprenticeship, including End Point Assessment.

3 Contract Managers

For National Institute For Health and Care Excellence (NICE) :

[REDACTED] Learning & Development Practitioner [REDACTED] 01753 61491

Escalation Contact : [REDACTED] Learning & Development Consultant [REDACTED] roxanne.moran@nice.org.uk

For Multiverse Group Limited :

[REDACTED] Digital Skills Lead [REDACTED] 01496 842000

Escalation Contact : [REDACTED] Area Vice President [REDACTED] ja.dinsing@multiverse.co.uk 0135 884 1067

4 Names and addresses for notices -See address on Order Form

- 4.1 Notices should be addressed to the Supplier contact on the order form unless an alternative has been provided by the Supplier in Schedule 7 (Supplier's Documentation).

5 Order of precedence

- 5.1 Should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

(External) Apprenticeship Funding Rules	As published by the Education & Skills Funding Agency at https://www.gov.uk/guidance/apprenticeship-funding-rules
(External) The Requirements of the relevant Apprenticeship Standard	As published by the Institute for Apprenticeships and Technical Education at https://www.instituteforapprenticeships.org/apprenticeship-standards/?

SMPS

Salisbury Managed
Procurement Services

Schedule 1	Key Provisions
Schedule 2	General Terms & Conditions
Schedule 3	Definitions & Interpretations
Schedule 4	Contract Key Performance Indicators
Schedule 5	Authority local Requirements, Terms or Service Specification (where issued)
Schedule 6	Supplier's Response to ITT – added as a Docusign attachment, may be multiple documents
Schedule 7	Supplier's Apprenticeship Agreement (added as a Docusign attachment where provided) and shall not overwrite any Term within the Framework Contract. Must not carry Learner Identifiable data (where issued)

5.1.1 any other Authority documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

5.2 For the avoidance of doubt, the contents of any Authority documentation shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 6. Should there be a conflict between these parts of the Specification, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

5.3 Also for the avoidance of doubt, Suppliers will be required to provide any terms and conditions documents which they wish the Authority to sign, at bid stage. Only documentation supplied at bid stage will be included in this Contract, and subsequently submitted documents will not be signed by the Authority. In all cases, where conflict exists between these Framework Terms and the Supplier's documentation, provisions in these Terms shall take precedence unless statutory legislation applies. ESFA required documentation, such as ESFA compliant Training Plans and Cost Breakdowns, or subsequent ESFA required documents, shall be exempt from this requirement.

5.4 When issuing additional documents to Authorities (e.g. enrolment form, cost breakdown, or training plan) the Supplier **must** ensure the issued Salisbury order number is clear, and that such documentation does not include any reference to a Supplier's Terms & Conditions, or does not attempt to introduce any clause or cost contrary to the provisions of this Contract.

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 Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

Optional Key Provisions



Salisbury Managed
Procurement Services

7 Implementation phase

7.1 Not applicable

8 Services Commencement Date

8.1 The Services Commencement Date shall be at the enrolment of each Learner up to and including 31st March 2025.

9 Induction training

9.1 Where required by the Authority, the Supplier shall ensure that all Staff complete the Authority's induction training for those Staff attending the Authority's site. All Staff shall complete the training prior to the Actual Services Commencement Date (or immediately following the Services Commencement Date where this date is the date of this Contract) and all new Staff appointed throughout the Term shall also complete the training. The Supplier shall further ensure that all Staff complete any extra training that the Authority makes available to its own staff and notifies the Supplier in writing that it is appropriate for the Staff.

9.2 All Staff either attending Authority's site for training purposes, or training students in other locations (including the Supplier's own) shall hold current DBS clearance where requested by the Authority or where legally required (e.g. working with vulnerable adults).

10 Quality assurance standards

10.1 Education & Skills Funding Agency, Ofsted, Quality Assurance Agency for Higher Education, and Institute for Apprenticeship standards shall apply at all times.

11 Different levels and/or types of insurance

11.1 Insurance levels will be maintained commensurate with standard employer organisation requirements.

12 Assignment of Intellectual Property Rights in deliverables, materials and outputs

12.1 Each Party shall retain their own IP ownership in material they have originated. Where material is created and published jointly by the Parties a separate agreement will be required.

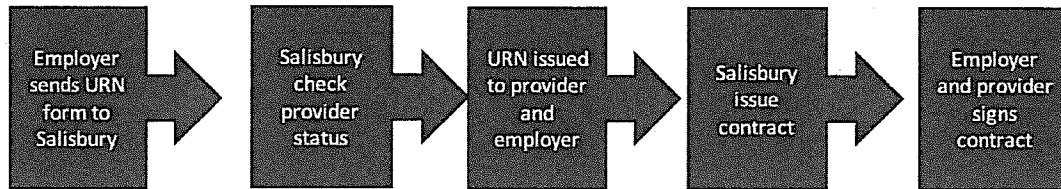
13 Ordering Process

13.1 The framework ordering process applies to all enrolments under this Contract. Where an employer omits to request an Order Number (URN) from Salisbury, the Supplier should do so and the obligation to report that Apprentice's enrolment remains.

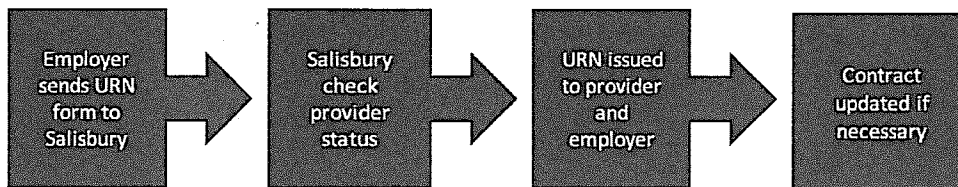
SMPS

Salisbury Managed Procurement Services

First time with provider or new standard with existing provider



New enrolment / cohort with existing provider



- 13.2 All Order Numbers are issued on URN forms by Salisbury via DocuSign. When issued, both Authority (Apprentices' employer) and Supplier should sign the URN.
- 13.3 Contracts are also issued via DocuSign – the Supplier may not amend or alter any issued Framework Contract. Suppliers may insert their own documentation (not related to a specific Apprentice) in the relevant allowed Schedule insertion via DocuSign attachment.
- 13.4 Suppliers may not issue their own contracts or agreements to the Authority at any time, outside the process detailed in 13.3 above.
- 13.5 All enrolments under this Contract must be reported to Salisbury by the Supplier via an Enrolment Return which will be issued periodically by Salisbury.
- 14 Authority step-in rights**
 - 14.1 If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights in line with selecting an alternative Supplier.
- 15 Grant of lease or licence**
 - 15.1 Not applicable
- 16 Guarantee**
 - 16.1 Not applicable
- 17 Data Processor & Data Controller**
 - 17.1 The Parties acknowledge that they are independent Data Controllers in respect of Personal Data Processed under this Contract.
- 18 Purchase Orders**

SMPS

Salisbury Managed Procurement Services

- 18.1 Any sums not able to be recovered via the ESFA payment mechanism(s) shall only be paid where a valid Purchase Order was issued by the Authority **prior to** the Supplier delivering the service.
- 18.2 For clarity, the only exception to this is where the Authority falls out of Levy (ESFA guidance applies).
- 18.3 All other charges above the tendered price, including any chargeable resits only allowed after first free resit per exam/assessment), etc, **MUST** be agreed by Purchase Order with the Authority before they are incurred by the Authority and stated on the Order Form sent to Salisbury.

19 Monthly payment profile

- 19.1 The Authority shall be responsible for the Contract Price and shall pay the Contract Price to the Supplier to the extent that it is **not payable by ESFA from the Authority's Digital Apprenticeship Service ("DAS") account** in accordance with ESFA Funding Rules. No charges other than those detailed in the Apprenticeship Framework / Standards (and / or Tender Response) shall be payable unless by Authority issued Purchase Order in advance.
- 19.2 The Supplier must fulfill all it's student registration obligations within 14 days of the Authority completing all it's enrolment obligations . If the Supplier is not able to do this, then the Supplier must notify the Authority within five days of student commencement, and the Authority shall have the right to move the student to an alternative Supplier.
- 19.3 Should the Supplier not comply with 19.2 above, with reference to claiming payments via the ESFA's DAS account, the following shall apply :
 - 19.3.1 Payments not claimed from the Authority within 60 days of the Authority completing all it's obligations in relation to the Digital Apprenticeship Service Account, shall become the responsibility of the Provider and shall not be authorised by the Authority, and
 - 19.3.2 Where a provider's delay in claiming payment following the completion of steps required in 19.3.1 means that the funds in the Employer's DAS account are no longer available, due to "sunset" reclamation by ESFA, the Provider shall fund the apprentices' training directly for the period concerned, and shall not attempt to reclaim from the Authority.
 - 19.3.3 The provisions of clause 19.3 shall not apply where the reason for the delay is not created by the Supplier.

20 Termination for convenience

- 20.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on three month's written notice. This contract does not imply any form of exclusivity to provide the services listed.

21 Right to terminate following a specified number of material breaches

- 21.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least one previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the first Breach Notice.
- 21.2 For the avoidance of doubt, a Supplier experiencing a reduced Ofsted rating during the lifetime of this Contract from that declared at tender stage, shall constitute an immediate breach. If the rating falls to Inadequate, the Contract may



Salisbury Managed
Procurement Services

be terminated immediately should the Supplier be unable to claim ESFA payments. For other grade changes, the Authority may terminate if they wish or may agree an Improvement Plan with the Supplier.

22 Expert Determination

22.1 Not used in connection with this Contract.

23.0 Not used

24.0 Not used

25.0 Not used

26 Charges and Payments

26.1 With the exception of the Authority falling out of Levy, the Authority shall pay the Charges to the Supplier to the extent that the Charges have not been recovered by the Supplier from the ESFA only where such payment outside the Apprenticeship Levy has been agreed, and confirmed by the Authority by issuing a Purchase Order prior to the activity

26.2 The Supplier shall send invoices in respect of the portion of the Contract Price to the Authority at the frequency set out in the relevant Apprenticeship Programme. The Authority shall pay such invoices within thirty (30) days of receipt or such longer period as may be agreed.

26.3 Subject to the Authority providing the bank account details of the company or other legal person that employs the relevant Apprentice, the Supplier shall pay to the Authority any Incentive Payments received from the ESFA on behalf of the Authority within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules.

26.4 Where for any reason the ESFA requires the Supplier to return any Incentive Payments or any other payment, the Authority shall pay to the Supplier an amount equal to the sum required to be returned. The Supplier shall notify the Authority of any requirement to return payments to the ESFA and the Authority shall pay such amount to the Supplier within thirty (30) days of such notice.

26.5 All sums payable by or to the Supplier or the Authority are exclusive of VAT. In the case of any VAT payable, the VAT shall be due thirty (30) days after receipt by the receiving party of a valid VAT invoice.

26.6 Without prejudice to the rights of either party under this agreement, any sums outside Levy payments that remain unpaid after their due date shall bear interest at the rate of four per cent (4%) above the Bank of England base rate from time to time.

26.7 The Supplier will not, under any circumstances, be allowed to recover consequential loss of future or anticipated earnings from the Authority where an Apprentice has withdrawn from the programme (for example, ESFA completion payments), and in all circumstances will not attempt to levy any form of additional charge, cost, penalty payment, or similar, and must not attempt to write such ability into any form of documentation provided to the Authority.

26.8 The Supplier shall not, as part of any enrolment or onboarding process, as the Authority to provide financial information such as the Authority's bank details, and shall not seek any form of Direct Debit or Continuous Payment Authority from the Authority.

26.9 The Supplier shall not, at any time, following receipt of an order form or contract, request the Authority to use an alternative form of contract or induce the Authority to cancel the Order / Contract and then contract directly with the Supplier.

26.10 The Supplier shall apply these Terms to all enrolments subsequent to the Order Form / Contract issue up to the end of the Framework Contract period, regardless of whether a new order number has been provided by Salisbury.

27 Authority Obligations

SMPS

Salisbury Managed Procurement Services

- 27.1 Subject always to compliance with the ESFA Funding Rules, the Authority shall:
- 27.1.1 from the commencement of the relevant Apprenticeship Programme, employ and pay the Apprentice in accordance with the Law, agreed employment terms and conditions for the duration of the relevant Apprenticeship Programme which shall be not less than the period set out in the relevant Apprenticeship Programme (subject to earlier termination of this agreement in accordance with its terms and/or the Apprentice's employment contract);
 - 27.1.2 promptly do all acts and not omit to do any thing reasonably requested of the Authority by the Supplier for the purposes of the Supplier's:
 - (a) compliance with the Funding Rules; and
 - (b) obtaining any payment to which it may be entitled under the Funding Rules;
 - 27.1.3 enter into and procure that each Apprentice enters into:
 - (a) an Apprenticeship Agreement (this Contract only); and
 - (b) a commitment statement or training plan as required by the Funding Rules,Each of which must be in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and made available to the Supplier on request;
 - 27.1.4 provide such training and/or carry out such actions as are assigned to the Authority in the Apprenticeship Programme and in any event support each Apprentice in their learning and development to the reasonable satisfaction of the Supplier;
 - 27.1.5 notify in writing the Supplier of any Break in Learning;
 - 27.1.6 confirm promptly on request by providing signed declarations to the Supplier:
 - (a) each Apprentice's eligibility for apprenticeship funding;
 - (b) any eligibility for 16-18 year old incentive payments (if applicable);
 - (c) the average number of employees employed by the Authority in the three years immediately preceding the first day of an Apprenticeship and (if applicable) the Authority's eligibility for small Authority incentive payment;
 - (d) any other matters on which the Supplier requires written evidence that is in the possession of the Authority in order for the Supplier to comply with the Funding Rules;
 - (e) the address or addresses where the Apprentice shall be carrying out their working hours; and
 - (f) whether learning support is available to support Apprentices with additional learning needs,
 - 27.1.7 ensure, and on request confirm, that:
 - (a) the Apprentice is employed for a suitable number of hours per week and that training both on and off the job is included in those hours of employment;
 - (b) the funding for the Apprenticeship is not used to pay the apprentice's wages;
 - (c) the Apprentice is enabled to complete the Apprenticeship within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:
 - (i) permitting the time stated in the current ESFA Funding Rules of each Apprentice's employed hours to be used for off-the-job training;
 - (ii) releasing the Apprentice to the Supplier for undertaking such training and courses with the Supplier as set out in the Apprentice Proposal;
 - (iii) providing the Apprentice the use of equipment necessary to enable the Apprentice to fulfil training objectives;
 - (iv) cooperating with the Supplier to arrange for any necessary End-Point Assessment and allowing the Apprentice to attend the same
 - (v) Provide additional off the job paid hours for the completion of English and Maths functional skills up to level 2 if the apprentice is unable to provide compliant evidence of previous achievement.
 - 27.1.8 comply with the terms of any agreement between the Authority and the ESFA;
 - 27.1.9 comply with any Mandatory Policies that shall have been specified by the Authority at the time of Tender, or as may be required by an Authority as part of their general business
- 27.2 To secure an efficient working relationship between the Supplier and the Authority and to protect the interests of the Apprentice, the Authority shall:
- 27.2.1 cooperate in good faith with the Supplier and any Subcontractor and/or Apprentice Assessment Organisation to enable the successful delivery and completion of each Apprenticeship;

SMPS

Salisbury Managed Procurement Services

- 27.2.2 where indicated in the Contract Particulars that the Supplier will be providing on-line administrative tasks, provide to the Supplier on request all necessary log-in information to enable the Supplier to access the Authority's Digital Account for the purposes of confirming the Funding available in respect of an Apprentice and uploading on behalf of the Authority information required pursuant to the Funding Rules relating to the Apprentice, the Apprenticeship Programme and/or other relevant matters;
- 27.2.3 allow the Supplier, its staff, auditors, contractors or agents, including the Supplier's Representative, access to the Apprentice, the Authority's premises and any relevant records or documents, including health and safety records, to allow the Supplier to comply with the Supplier's obligations under this agreement. Such access shall be as reasonably agreed between the parties or on reasonable notice from the Supplier;
- 27.2.4 promptly notify the Supplier in writing when it becomes aware or develops a reasonable suspicion that the Apprentice wishes to withdraw from the Apprenticeship;
- 27.2.5 immediately notify the Supplier if the Apprentice informs the Authority that they no longer wish to continue with the Apprenticeship; and
- 27.2.6 appoint an Authority's Representative and promptly notify the Supplier of any change of the Authority's Representative from time to time.

28 Criteria required at all times

- 28.1 The Supplier shall, at all times during the life of this contract, maintain the following :
 - 28.1.1 Registration on the Register of Approved Training Providers managed by the Education and Skills Funding Agency
 - 28.1.2 Registration, where required, on the Register of End Point Assessment Organisations
 - 28.1.3 Respond to any Mandatory Update on the Salisbury Framework for the Provision of Apprenticeships (S10353) including updating pass/fail criteria
 - 28.1.4 Where the Supplier has been inspected / visited by Ofsted, the following shall apply :
 - Full Inspection Outcome – Rating shall be Grade 2 or above
 - Monitoring Visit Outcome – Rating shall be Reasonable Progress or Significant Progress.
 - 28.1.5 Any change in the Supplier's Ofsted rating shall be communicated to Salisbury immediately.
 - 28.1.6 Any Supplier falling below the criteria in 28.1.4 above will be suspended from the Framework. Existing contracts shall remain valid, and the obligation to report all enrolments shall continue.
 - 28.1.7 Following suspension from the Framework, the Supplier shall not be entitled to re-apply until the opening window following receipt of an Ofsted outcome which meets the criteria in 28.1.4
 - 28.1.8 Suppliers without an Ofsted visit may be required to demonstrate Apprenticeship Completion rates in excess of the national average across all offered Apprenticeships.
 - 28.1.9 The Supplier shall comply with all commitments, offers and requirements made within the original Tender Specification, either for general Framework contracts, or higher-level profession specific procurements as detailed in Schedule 6 of this contract.



Salisbury Managed
Procurement Services

Schedule 2

General Terms and Conditions

Contents

1. Provision of Services
2. Premises, locations and access
3. Cooperation with third parties
4. Use of Authority equipment
5. Staff and Lifescience Industry Accredited Credentialing Register
6. Business continuity
7. The Authority's obligations
8. Contract management
9. Price and payment
10. Warranties
11. Intellectual property
12. Indemnity
13. Limitation of liability
14. Insurance
15. Term and termination
16. Consequences of expiry or early termination of this Contract
17. Staff information and the application of TUPE at the end of the Contract
18. Complaints
19. Sustainable development
20. Electronic services information
21. Change management
22. Dispute resolution
23. Force majeure
24. Records retention and right of audit
25. Conflicts of interest and the prevention of fraud
26. Equality and human rights
27. Notice
28. Assignment, novation and Sub-contracting
29. Prohibited Acts
30. General



Salisbury Managed
Procurement Services

1 Provision of Services

1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:

- 1.1.1 promptly and in any event within any time limits as may be set out in this Contract;
- 1.1.2 in accordance with all other provisions of this Contract;
- 1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;
- 1.1.4 in accordance with the Law and with Guidance;
- 1.1.5 in accordance with Good Industry Practice;
- 1.1.6 in accordance with the Policies; and
- 1.1.7 in a professional and courteous manner.

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

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

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

1.4 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document, including without limitation the KPIs.

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

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

1.7 The Supplier shall notify the Authority forthwith in writing:

- 1.7.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
- 1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.



Salisbury Managed
Procurement Services

- 1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.10 Where applicable, the Supplier shall 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 Supplier 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 Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the 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 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
- 1.12 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document or as otherwise agreed by the Parties in writing ("Premises and Locations").
- 2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.
- 2.3 Subject to Clause 2.4 of this Schedule 2, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2.
- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule 2, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier in accordance with the Key Provisions.
- 2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2. Where there is no such specific mechanism set out in the Specification and Tender Response Document, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in