NHS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (CONTRACT VERSION)

The Authority	**York and Scarborough Teaching Hospitals NHS Foundation Trust** **York Hospital, Wigginton Road, York YO31 8HE**
The Supplier	**JFT Wireless** **Unit 9 Galena Close, Amington Industrial Estate, Tamworth B77 4AS**
Date	**17 February 2026**
Type of Services	**UKAS Accredited ISO 17025 Calibrated Temperature Monitoring Alarm System**
Contract Reference	**C336414**

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.

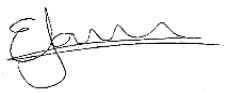
The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule
Error! Reference source not found.	Expert Determination
Schedule 7	**Implementation Schedule**

Signed by the authorised representative of THE AUTHORITY

Name:	Edd James	Signature:	
Position:	Director of Procurement	Date:	17/02/2026

Signed by the authorised representative of THE SUPPLIER

Name:	Ciaran Finnegan	Signature	
Position:	Business Development Manager		

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1 to 8 of this Schedule 1 shall apply to this Contract.

1.2 The optional Key Provisions at Clauses 9 to 26 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.

1.3 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 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire 3 years from the Actual Services Commencement Date. The Term may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than 5 years in total.

Note that the term runs from the date when the Services are actually provided. If there is an implementation plan over, for example, three months, the term runs from the date the Services are provided. In these circumstances, it will be important to include a process in the implementation plan for acknowledging this date to ensure the term is clear.

The above approach has been adopted as it will mean that any delay in implementation does not have the effect of shortening the contract term. However, it may be that for some projects you want the services to start and/or end on a particular date or event. Where this is the case, this Key Provision can be amended accordingly.

3 Contract Managers

3.1 The Contract Managers at the commencement of this Contract are:

3.1.1 for the Authority:

Alex Sharp
Network General Manager

3.1.2 for the Supplier:

Ciaran Finnegan
Business Development Manager

Guidance: This Clause sets out the name of the contract manager for each party. Insert the name and role of the Authority's contract manager. At the tender stage you will not know who the Supplier is so Clause 3.1.2 cannot be completed until preparation of the final contract for signature.

4 Names and addresses for notices

4.1 Notices served under this Contract are to be delivered to:

4.1.1 for the Authority:

The Procurement Department
York and Scarborough Teaching Hospitals NHS Foundation Trust
1st Floor
Tribune House

Centurion Park
Tribune Way
Clifton Moor
York
YO30 4RY

4.1.2 for the Supplier:

Ciaran Finnegan
JFT Wireless
Unit 9 Galena Close
Amington Industrial Estate
Tamworth
B77 4AS

Guidance: This Clause sets out the name of each party's recipient of notices from the other party and is relevant to the issuing of formal communications under the Contract. Insert the name and address of the Authority's recipient of notices. At the tender stage you will not know who the Supplier is so Clause 4.1.2 cannot be completed until preparation of the final contract for signature. You may prefer to insert the role of the recipient (e.g. Finance Director) rather than an actual name.

5 Management levels for escalation and dispute resolution

5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	Authority representative	Supplier representative
1	**Luke Poskitt** **Pathology Supplies Manager**	**Ciaran Finnegan** **Business Development Manager**
[*2*]	**Alex Sharp** **Network General Manager**	**Ashley Bannister** **Head of Sales & Customer Success**
[*3*]	**Hazara Rahman** **Deputy Director of Governenace, Assurance & Sustainability**	**Jake Farrow** **CEO**

Guidance: The Dispute Resolution Procedure sets out an internal process for dealing with Disputes. In Clause 5.1 above you must insert the number of internal levels and the name and/or role of the person who will deal with a Dispute at each level. You may include as many levels as appropriate to the project. The purpose of having a number of levels is to ensure all internal avenues of resolution have been exhausted before a Dispute is dealt with by an external third party.

Under Authority representative insert the appropriate details. Also consider how many levels are appropriate to your individual project. At the tender stage you will not know who the Supplier is so the Supplier Representatives cannot be completed until preparation of the final contract for signature.

6 Order of precedence

6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);

6.1.4 Schedule 2: General Terms and Conditions;

6.1.5 Schedule 6: Commercial Schedule;

6.1.6 Schedule 3: Information Governance Provisions;

6.1.7 **Error! Reference source not found.**: Staff Transfer;

6.1.8 Schedule 4: Definitions and Interpretations;

6.1.9 the order in which all subsequent schedules, if any, appear; and

6.1.10 any other 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.

6.2 For the avoidance of doubt, the Specification and Tender Response Document 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 5. Should there be a conflict between these parts of the Specification and Tender Response Document, 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.

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

8 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

8.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan or net zero commitment in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap as may be updated from time to time.

8.2 Subject to Clause 8.3 of this Schedule 1, the Supplier may benchmark and report its progress against the requirements detailed in the NHS Net Zero Supplier Roadmap through the Evergreen Sustainable Supplier Assessment.

8.3 The Supplier shall be required, upon receipt of written notice from the Authority or where the Authority publishes such a requirement, to benchmark and report its progress against the requirements detailed in the NHS Net Zero Supplier Roadmap through the Evergreen Sustainable Supplier Assessment.

8.4 Within seven (7) days of the Commencement Date, the Supplier shall appoint (and notify to the Authority) a relevant person (being the Supplier's CEO, relevant Supplier board member or senior director) ("**Supplier Net Zero Contract Champion**") who shall be responsible for overseeing the Supplier's compliance with Clauses 8.1, 8.2 and 8.3 of this Schedule 1. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.1, 8.2 and 8.3 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero Contract Champion who shall within fourteen (14) days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary or any reasonable additional or alternative steps as may be notified to the Supplier by the Authority) to ensure that such failure is remedied by the earliest date reasonably possible.

Social value in the delivery of the contract

8.5 The Supplier shall deliver its social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts ("**Social Value Contract Commitments**").

8.6 The Supplier shall report its progress on delivering its Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Contract.

8.7 Within seven (7) days of the Commencement Date, the Supplier shall appoint (and notify to the Authority) a relevant person (being either the Supplier's CEO, relevant Supplier board member or senior director) ("**Supplier Social Value Contract Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 8.5 and 8.6 of this Schedule 1. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.5 and 8.6 of this Schedule 1, the Authority may escalate such failure to the Supplier Social Value Contract Champion who shall within fourteen (14) days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary or any reasonable additional or alternative steps as may be notified to the Supplier by the Authority) to ensure that such failure is remedied by the earliest date reasonably possible.

Optional Key Provisions

9 Implementation phase ☒ (only applicable to the Contract if this box is checked and the Schedule inserted)

9.1 Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule 8**.**

10 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☒ (only applicable to the Contract if this box is checked and the dates are inserted in Clause 10.1 of this Schedule 1)

10.1 The Services Commencement Date shall be **no later than 31 August 2026** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **28 February 2027.**

11 Induction training ☐ (only applicable to the Contract if this box is checked)

11.1 The Supplier shall ensure that all Staff complete the Authority's induction training. 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.

12 Quality assurance standards ☒ (only applicable to the Contract if this box is checked and the standards are listed)

The following quality assurance standards shall apply, as appropriate, to the provision of the Services:

European directorate for the quality of healthcare and medicine (EDQM) good practice guidelines for blood establishment required to comply with directive 2005/62/EC.

Medical Laboratories- requirements for quality and competence – BS EN ISO 15189: 2022

The rules and guidance for the pharmaceutical manufacturers and distributors 2022 (MHRA Orange Guide)

The blood safety and quality regulations 2005 No. 50 as amended. 6.5.3 Metrological traceability of measurement results

Calibration laboratories fulfilling the requirements of ISO/ICE 17025 are considered competent for preforming calibrations.

- Certified values of certified reference materials provided by a component producer with stated metrological traceability to the SI

Reference material producers fulfilling the requirements of ISO 17034 are considered to be competent.

Certified reference material fulfilling the requirements of ISO 15194 are considered suitable.

13 Different levels and/or types of insurance ☒ (only applicable to the Contract if this box is checked and the table sets out the requirements)

13.1 The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	**Minimum cover**
Employer's Liability	**£5,000,000.00**
Public Liability	**£5,000,000.00**
Professional Indemnity	**£5,000,000.00**

14 Further Authority obligations ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

14.1 The Authority's Obligations are set out in Schedule **[*insert schedule number*]**.

15 Assignment of Intellectual Property Rights in deliverables, materials and outputs ☐ (only applicable to the Contract if this box is checked)

15.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 15 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 15 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

16 Inclusion of a Change Control Process ☒ (only applicable to the Contract if this box is checked and the Schedule inserted)

16.1 Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule 21.

17 Authority step-in rights ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

17.1 If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Schedule.

18 Grant of lease or licence ☐ (only applicable to the Contract if this box is checked)

18.1 Promptly following execution of this Contract, the Supplier shall enter into the **[*lease/licence*]**. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

19 Guarantee ☐ (only applicable to the Contract if this box is checked)

19.1 Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

20 Data Protection Protocol ☐ (only applicable to the Contract if this box is checked)

20.1 The Parties shall comply with their respective obligations under the Data Protection Protocol.

21 Purchase Orders ☒ (only applicable to the Contract if this box is checked)

21.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

22 Monthly payment profile ☐ (only applicable to the Contract if this box is checked)

22.1 The payment profile for this Contract shall be monthly in arrears.

23 Termination for convenience ☒ (only applicable to the Contract if this box is checked and Clause 23.1 of this Schedule 1 is completed)

23.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on three (3) written notice. Such notice shall not be served within one (1) year of the Actual Services Commencement Date.

23.2 Should the Authority terminate this Contract in accordance with Clause 23.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule 16.

24 Right to terminate following a specified number of material breaches ☒ (only applicable to the Contract if this box is checked and Clause 24.1 of this Schedule 1 is completed)

24.1 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 two (2) 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 third Breach Notice.

25 Expert Determination ☒ (only applicable to the Contract if this box is checked)

25.1 Any Dispute between the Authority and the Supplier shall be dealt in accordance with the expert determination process as specified at Schedule 7.

25.2 For the avoidance of doubt, where Clause 25 of this Schedule 1 is checked, all Disputes shall be dealt in accordance with Clause 25.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2 shall be deemed not to apply and deleted in its entirety from this Contract.

26 COVID-19 related enhanced business continuity provisions ☒ (only applicable to the Contract if this box is checked)

26.1 Subject to Clause 26.2 of this Schedule 1, the Supplier's Business Continuity Plan and, where required, its implementation must ensure the continuity of the provision of the Services under this Contract in all circumstances where there is a COVID-19 related Business Continuity Event and the text in Clause 6.6 of Schedule 2 to "use reasonable endeavours to" shall be deemed deleted for the purposes of any COVID-19 related Business Continuity Events. For the avoidance of doubt, to the extent that the Supplier fails to ensure such continuity, it shall be deemed not to have fulfilled its business continuity obligations pursuant to Clause 6 of Schedule 2 for the purposes of Clause 23.2.1 of Schedule 2.

26.2 To the extent only that the Supplier is prohibited from implementing its Business Continuity Plan (in full or part) due to any Laws or Guidance, it shall be relieved of its obligations under Clause 26.1 of this Schedule 1

27 Assessment of Supplier performance against KPIs ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

27.1 The Authority will assess the Supplier's performance against the KPIs every **[*insert period – must be at least annually*]** during the Term and on termination of the Contract. The Parties acknowledge and agree that the Authority will publish information in relation to that assessment as required by the Procurement Act 2023.

Schedule 2

General Terms and Conditions

Contents

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.

1.1.8 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.

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 accordance with Clause 21 of this Schedule 2. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

3.1 The Supplier 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 Use of Authority equipment

4.1 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:

4.1.1 shall be provided at the Authority's sole discretion;

4.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;

4.1.3 must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and

4.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 Staff and Lifescience Industry Accredited Credentialing Register

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

5.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.

5.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.

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

5.5 The Supplier 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 Supplier's expense) in respect of the Staff; and

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.

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

5.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this 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 Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.

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

5.9 The Supplier 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 Supplier 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 Supplier:

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 patients, service users or any other person.

5.11 The Supplier 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 Supplier 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 patients, service users or any other person. The Supplier 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 Supplier shall remove such member of Staff from the provision of the Services forthwith.

5.12 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in 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 Supplier 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 Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.

5.14 Unless otherwise confirmed by the Authority in writing, the Supplier 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 Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

6 Business continuity

6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business

Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.

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

6.2.1 the criticality of this Contract to the Authority; and

6.2.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

6.3 The Supplier 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 Supplier's business operations. The Supplier 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 Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

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

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

6.6 During and following a Business Continuity Event, the Supplier 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 Supplier providing the Services in accordance with this Contract, the Authority will pay the Supplier 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 Supplier 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, as may be referred to in the Key Provisions.

7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the 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 appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. 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 appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier 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 Supplier 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 Specification and Tender Response Document. Should the Specification and Tender Response Document 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 Specification and Tender Response Document) the Supplier 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 Supplier when assessed in accordance with the KPIs since the last such performance report;

8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

8.3.3 the information specified in the Specification and Tender Response Document;

8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

8.3.5 such other information as reasonably required by the Authority.

8.4 Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

8.5 The Supplier shall provide such management information as the Authority may request from time to time and/or such information as the Authority may request from time to time as required to enable its compliance with assessment, notification and publication obligations under the Procurement Act 2023 within seven (7) Business Days of the

date of the request. The Supplier shall supply the requested information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such information to another Contracting Authority, whose role it is to analyse such information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier 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.

8.6 Upon receipt of management information supplied by the Supplier 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:

8.6.1 storing and analysing the management information and producing statistics; and

8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.

8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 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 any body that is not a Contracting Authority (unless required to do so by Law).

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

8.9 The Supplier acknowledges and agrees that the Authority may use the management information provided and/or any information produced to assess the Supplier's performance against KPIs and publish performance information regarding the Supplier where the Authority is required to do so by the Procurement Act 2023.

9 Price and payment

9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.

9.2 Unless otherwise stated in the Commercial Schedule 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 Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, 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 the Commercial Schedule:

9.3.1 where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier 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 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

9.3.3 Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time. Each invoice may be submitted electronically by the Supplier if it complies with the standard on electronic invoicing as set out in the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/2870.

9.4 Each invoice shall contain the name of the invoicing party, a description of the goods, services or works supplied, the sum requested and a unique identification number, together with all such additional information as the Authority may inform the Supplier from time to time.

9.5 Each invoice must be addressed to such individual as the Authority may inform the Supplier from time to time and issued, transmitted and received by the Authority in a structured electronic format that allows for its automatic and electronic processing in a form that:

9.5.1 complies with the standard for electronic invoicing approved and issued by the British Standards Institution as set out in BS EN 16931-1:2017 (Electronic invoicing – Part 1: Semantic data model of the core elements of an electronic invoice); and

9.5.2 uses a syntax which is listed as a syntax that complies with that standard in PD CEN/TS 16931-2:2017 (Electronic invoicing – Part 2: List of syntaxes that comply with EN 16931-1) as approved and issued by the British Standards Institution.

9.6 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

9.7 The Authority shall pay any sum due to be paid in respect of a valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 before the end of the period of thirty (30) days beginning with:

9.7.1 the day on which an invoice is received by the Authority in respect of the sum; or

9.7.2 if later, the day on which the payment falls due in accordance with the invoice.

However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. On receiving an invoice from the Supplier in respect of any sum payable under this Contract, the Authority shall notify the Supplier without undue delay if it considers the invoice is invalid or it disputes the invoice.

9.8 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 the Dispute Resolution Procedure. 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 9.8 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.

9.9 The Supplier 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 Specification and Tender Response Document. For the avoidance of doubt, the Authority may invoice the Supplier 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 Specification and Tender Response Document. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.

9.10 The Authority reserves the right to set-off:

9.10.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and

9.10.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.

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

9.12 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 Supplier warrants and undertakes that:

10.1.1 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;

10.1.2 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;

10.1.3 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, Guidance and Good Industry Practice and shall at all times comply with such quality controls and processes;

10.1.4 it shall not make any significant changes to its system of quality controls and 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);

10.1.5 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law, Guidance, and/or Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;

10.1.6 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;

10.1.7 it will comply with all Law, Guidance, Good Industry Practice, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;

10.1.8 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;

10.1.9 unless otherwise set out in the Specification and Tender Response Document 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;

10.1.10 without limitation to the generality of Clause 10.1.7 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 Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;

10.1.11 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 Supplier 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;

10.1.12 any equipment it uses in the provision of the Services shall comply with all relevant Law, Guidance, and Good Industry Practice, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;

10.1.13 it shall use Good Industry 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;

10.1.14 it shall (comply with its Net Zero and Social Value Commitments;

10.1.15 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.14 of this Schedule 2;

10.1.16 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);

10.1.17 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;

10.1.18 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;

10.1.19 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;

10.1.20 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;

10.1.21 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 Supplier;

10.1.22 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;

10.1.23 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and

10.1.24 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 Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.

10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier 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 Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.

10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any circumstances giving rise to the application of an Exclusion Ground in respect of the Supplier, any Associated Person, any Connected Person and any supplier to whom the Supplier intends to sub-contract the performance of all or part of the Contract. If, at any point during the Term,

circumstances giving rise to an Exclusion Ground occur in respect of the Supplier, any Associated Person, any Connected Person or any supplier to whom the Supplier has sub-contracted the performance of all or part of the Contract, the Supplier 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 the following information:

(i) a short description of the circumstances;

(ii) the name, contact postal address and email address of the person who is the subject of the circumstances;

(iii) in the case of a conviction or other circumstances where there is a recorded decision of a public authority which is the authoritative basis for the conviction or other circumstances, a link to the web page where the decision can be accessed or a copy of the decision;

(iv) any evidence that the person who is the subject of the circumstances:

(A) took the circumstances seriously, for example by paying any fine or compensation;

(B) took steps to prevent the circumstances occurring again, for example by changing staff or management, or putting procedures or training in place; and

(C) committed to taking further preventative steps, where appropriate;

(v) if the circumstances giving rise to the Exclusion Ground have ended, the date when they ended; and

(vi) such other information that the Authority may reasonably require.

10.6 The Supplier 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 Supplier 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 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier 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 (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) 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 Key Provisions and/or in the Specification and Tender Response Document and/or elsewhere in this Contract, 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 Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

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);

12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; and/or

12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier'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 Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

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 Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier 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) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier 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 Supplier over the Term:

13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 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 five million pounds (£5,000,000) 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 five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) 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 fifteen percent (115%); and

13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 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 Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.

14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier 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 cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.

14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.

14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and the Key Provisions 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 Supplier 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.

15 Term and termination

15.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.

15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) 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 specified in the Key Provisions.

15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.8 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 15.4.2 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 15.4.2 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:

15.4.1 not capable of remedy; or

15.4.2 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 forthwith by issuing a Termination Notice to the Supplier:

15.5.1 if the Supplier does not commence delivery of the Services by any Long Stop Date;

15.5.2 if the Supplier, or any third party guaranteeing the obligations of the Supplier 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, administration (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, administrative receiver, administrator 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;

15.5.3 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;

15.5.4 if the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2;

15.5.5 if the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier 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) as assumed pursuant to the provisions of Part D of **Error! Reference source not found.**;

15.5.6 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2;

15.5.7 if the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any circumstances giving rise to an Exclusion Ground in respect of the Supplier, any Associated Person, any Connected Person or any supplier to whom the Supplier has sub-contracted the performance of all or part of the Contract as required by Clause 10.5 of this Schedule 2, or the Supplier 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; or

15.5.8 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Contract.

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 Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier 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 Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier 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 Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 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 Supplier 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 shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1 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 Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

15.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:

15.7.1 the Authority considers that the Contract has been awarded or modified in material breach (as defined in section 78(12) of the Procurement Act 2023) of the Procurement Act 2023 or regulations made under the Procurement Act 2023;

15.7.2 since the Commencement Date, the Supplier, any Connected Person and/or any Associated Person has become an excluded supplier or excludable supplier, as defined in section 57 of the Procurement Act 2023, including but not limited to where:

(i) a discretionary exclusion ground set out in Schedule 7 of the Procurement Act 2023 applies to the Supplier, Connected Person and/or Associated Person that did not apply before the Commencement Date or applied before the Commencement Date by reference to different circumstances; and

(ii) the Authority discovers that the Supplier, Connected Person and/or Associated Person was an excludable supplier prior to the Commencement Date;

15.7.3 any supplier, other than an Associated Person, to which the Supplier is sub-contracting all or part of the performance of the Contract is an excluded or excludable supplier, as defined in section 57 of the Procurement Act 2023, and the conditions set out in section 78(3) of the Procurement Act 2023 are met; or

15.7.4 there has been a failure by the Supplier and/or one its Sub-contractors 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 one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative

to the Authority terminating this Contract under this Clause 15.7.3 of this Schedule 2.

15.8 Before terminating the Contract in accordance with Clauses 15.7.1 to 15.7.3, the Authority will:

15.8.1 provide the Supplier with notice of its intention to terminate, such notice to set out which termination ground applies and why the Authority has decided to terminate the Contract; and

15.8.2 give the Supplier a reasonable opportunity to make representations regarding whether a termination ground applies and the Authority's decision to terminate the Contract

15.9 Before terminating the Contract in accordance with Clauses 15.7.2 and 15.7.3 on the basis that a supplier to whom the Supplier is sub-contracting is an excluded or excludable supplier, the Authority will provide the Supplier with reasonable opportunity to cease sub-contracting to the excluded or excludable supplier and, if necessary, find an alternative supplier to which to sub-contract.

15.10 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.

15.11 Within three (3) months of the Commencement Date the Supplier 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 Supplier 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 15.11 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 Supplier for the Services which have been completed by the Supplier 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 Supplier 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 patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

16.3 The Supplier 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 24.1 of this Schedule 2.

16.4 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier 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 the Key Provisions 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.

17 Staff information and the application of TUPE at the end of the 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 Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

17.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.

17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.

17.4 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 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 Supplier shall not, and shall procure that

any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:

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

17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;

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

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

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

17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or

17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.

17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.

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

17.9 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 Supplier 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 provisions of Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.** 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 Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.

17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.

17.12 The Supplier 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 Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.

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

17.13.1 the Supplier'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 Supplier 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 Supplier or Sub-contractor (including without limitation all wages, any accrued or unpaid 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 Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and

17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.

17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 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 Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.

17.16 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 Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:

17.16.1 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 Supplier;

17.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;

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

18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other 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 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

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

19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and

19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.

Modern slavery

19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

19.2.1 the Modern Slavery Act 2015 ("**Slavery Act**"); and

19.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("**Anti-Slavery Policy**").

19.3 The Supplier shall:

19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;

19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this 19 of this Schedule 2

19.4 The Supplier undertakes on an ongoing basis that:

19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and

19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

(ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2

19.5 The Supplier shall notify the Authority as soon as it becomes aware of:

19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

19.5.2 any actual or suspected slavery or trafficking in its supply chain.

19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Authority may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

19.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

19.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2. For the avoidance of doubt, the Authority may audit the Supplier's compliance with this Clause 19 of this Schedule 2 in accordance with Clause 24 of this Schedule 2.

20 Electronic services information

20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.

20.2 The Supplier 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 20 of this Schedule 2.

20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.

20.4 The Supplier 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. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.

20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.

20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

21 Change management

21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.

21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.

21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:

21.4.1 a General Change in Law; or

21.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22 Dispute resolution

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

22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

22.3 If any Dispute arises out of the 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 the Key Provisions, 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 levels until all level 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.

22.4 If the procedure set out in Clause 22.3 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 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 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 Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

22.6 Nothing in this Contract shall prevent:

22.6.1 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;

22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to

the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure; or

22.6.3 the Authority publishing information regarding Disputes in compliance with its obligations under the Procurement Act 2023.

22.7 Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

23 Force majeure

23.1 Subject to Clause 23.2 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.

23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:

23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;

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

23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.

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

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

23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the 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 Supplier.

23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.

23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier 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.

24.2 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.

24.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier 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 Supplier's compliance with its obligations under this Contract.

24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:

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

24.5.2 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.

24.6 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 Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

24.7 The Supplier 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.

24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

25 Conflicts of interest and the prevention of fraud

25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

25.2 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 Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 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.

25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

26 Equality and human rights

26.1 The Supplier shall:

26.1.1 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;

26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.

26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.

27 Notice

27.1 Subject to Clause 22.5 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 Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

27.2 A notice shall be treated as having been received:

27.2.1 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

27.2.2 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

27.2.3 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.

28 Assignment, novation and Sub-contracting

28.1 The Supplier shall not, except where Clause 28.2 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 Supplier 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 Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.

28.2 Notwithstanding Clause 28.1 of this Schedule 2, the Supplier may assign to a third party ("**Assignee**") the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 shall be subject to:

28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.10 of this Schedule 2;

28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;

28.2.3 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;

28.2.4 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

28.2.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.

28.3 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.

28.4 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:

28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;

28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law, Guidance, and Good Industry Practice, and record keeping;

28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);

28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;

28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;

28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purpose of Clause **Error! Reference source not found.** of this Schedule 2 after a reasonable time has passed;

28.4.7 requires the Supplier or other party to pay any sum due to be paid in respect of a valid and undisputed invoice before the end of the period of thirty (30) days beginning with:

28.4.7.1 the day on which the invoice is received by the Supplier in respect of the sum; or

28.4.7.2 if later, the day on which the payment falls due in accordance with the invoice.

28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.3 of this Schedule 2;

28.4.9 permit the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier replaces such Sub-contractor in accordance with Clause 15.9 of this Schedule 2; and

28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 in any Sub-contract which it awards.

28.5 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.

28.6 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.

28.7 If the Authority, as a condition of awarding this Contract, required that the Supplier sub-contract the supply of certain goods, services or works to another supplier, or the Supplier indicated to the Authority that it intended to sub-contract all or part of this Contract to another supplier and relied on that other supplier to satisfy any conditions of participation which the Supplier was required to satisfy in order to be awarded the Contract:

28.7.1 the Authority may direct that the Supplier enter into a legally binding arrangement with the other supplier for the purpose of that supplier performing all or part of this Contract (as required or indicated); and

28.7.2 if the Supplier fails to enter into a legally binding arrangement as directed by the Authority, the Authority may:

(i) where the Supplier indicated to the Authority that it intended to sub-contract all or part of this Contract to another supplier and relied on that supplier to satisfy any conditions of participation which the Supplier was required to satisfy in order to be awarded the Contract, direct the Supplier to enter into a legally binding arrangement with another appropriate supplier; or

(ii) terminate this Contract.

28.8 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Contract to any body 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, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

29.1 The Supplier warrants and represents that:

29.1.1 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

29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

29.2 If the Supplier 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 Supplier in relation to this or any other agreement with the Authority:

29.2.1 the Authority shall be entitled:

(i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;

(ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and

(iii) to recover from the Supplier 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;

29.2.2 any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

29.2.3 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:

(i) the interpretation of Clause 29 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.

30 General

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 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 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

30.8 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.

30.9 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 Supplier 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.

30.10 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.

30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.

30.12 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 Supplier'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 Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 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 Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.

1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier 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 Supplier 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 Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.

2.3 The Supplier and the Authority shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related 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 Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection Toolkit;

2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier'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 Health and Social Care Information Centre 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 patient/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 Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier 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 any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

2.6 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful

or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.2.1 that this Contract and any recorded information held by the Supplier 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 Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this 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 Supplier 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 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:

4.1.1 notify the Authority as soon as reasonably practicable, and in any event within 24 hours, after becoming aware of any information security breaches or near misses (including those of Sub-contractors and any other third party suppliers that store, have access to or handle Authority Data and including without limitation any potential or actual breaches of confidentiality, actual information security breaches, loss and/or unauthorised disclosure of information or data, denial of service or detection of ransomware) in line with the Authority's information governance Policies;

4.1.2 fully cooperate with the Authority, without charge, with any audits, investigations or tests (including penetration tests) and any other information security compliance and assurance activities (including online questionnaires) relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information and cooperation as may be reasonably requested by the Authority in relation to such audits, investigations or tests (including penetration tests) and any other information security compliance and assurance activities (including online questionnaires);

4.1.3 procure that any Sub-contractors and any other third party suppliers that store, have access to or handle Authority Data, fully cooperate with the Authority, without charge , with any audits, investigations or tests (including penetration tests) and any other information security compliance and assurance activities (including online questionnaires) relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information and cooperation as may be reasonably requested by the Authority in relation to such audits, investigations or tests (including penetration tests) and any other information security compliance and assurance activities (including online questionnaires);

4.1.4 without prejudice to any other rights or remedies available to the Authority or obligations of the Supplier, implement or procure the implementation of, without charge, any findings from any audits, investigations or tests (including penetration tests) carried out under Clause 4.1.2.and/or Clause 4.1.3 of this Schedule 3 as may be required in writing by the Authority and shall promptly inform the Authority of such implementation; and

4.1.5 without prejudice to any other rights or remedies available to the Authority or obligations of the Supplier, without charge remedy or procure the remedy

of any vulnerabilities, in the Authority's, Supplier's, Subcontractor's or third party supplier's information and communication technology systems ("**Vulnerabilities**") as may be required in writing by the Authority and where it is not technically feasible to remedy a Vulnerability the Supplier must implement or procure the implementation of appropriate technical and organizational measures to mitigate the risk posed by the Vulnerability as may be required in writing by the Authority and shall promptly inform the Authority of any such remedial action or mitigation implementation.

4.2 NHS England has certain functions to support the security of health and adult social care systems. Where NHS England is supporting the Authority, the Supplier shall provide full information and cooperation as may be reasonably required by NHS England in support of the exercise of these functions. The Supplier hereby confirms and agrees that the Authority may at any time also appoint NHS England to receive information and provide instructions on its behalf in relation to Clause 4.1 of this Schedule 3.

4.3 Except where not required in accordance with the Specification and Tender Response Document or where notified to the Supplier by the Authority in writing, the Supplier 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 Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.

4.4 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

4.5 Without prejudice to Clause 2.4 of this Schedule 3, where required in accordance with the Specification and Tender Response Document, the Supplier shall complete and publish an annual information governance assessment using the Data Security and Protection Toolkit and shall achieve all relevant requirements in the relevant Data Security and Protection Toolkit.

4.6 Where the Supplier is supplying under this Contract to the Authority any deliverable or Services that utilises digital technologies;

4.6.1 the deliverable shall meet, and continue to meet, any standards contained in the Digital Technology Assessment Criteria and shall annually supply the Authority with a completed DTAC assessment in relation to such deliverable;

4.6.2 the Supplier must notify the Authority in writing, in advance of any supply of Services or deliverable to the Authority, if artificial intelligence technology has been used or is likely to be used for developing and/or delivering any such Service or deliverable and may be rejected in writing by the Authority without cost or charge to the Authority; and

4.6.3 without prejudice to other rights of the Authority in relation to the Authority Data and subject to the Supplier having express authority from the Authority to utilise Authority Data, Authority Data shall not be used in decision making, training, or development of artificial intelligence technology except with the express written permission of the Authority for such use.

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 Supplier actually commences delivery of the Services;
"Actuary"	means a Fellow of the Institute and Faculty of Actuaries;
"Anti-Slavery Policy"	has the meaning given under Clause 19.2.2 of Schedule 2;
"Associated Person"	means a supplier that the Supplier relied on in order to satisfy any conditions of participation which the Supplier was required to satisfy in order to be awarded the Contract, other than a supplier who will enter into a legally binding arrangement to guarantee the performance of all or part of the Contract by the Supplier.
"Authority"	means the authority named on the form of Contract on the first page;
"Authority Data"	means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: (i) are supplied to the Supplier by or on behalf of the Authority; and/or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is Controller;
"Authority's Actuary"	means the Government Actuaries Department;
"Authority's Obligations"	means the Authority's further obligations, if any, referred to in the Key Provisions;
"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;
"Broadly Comparable"	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;

"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including a pandemic and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier'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;
"Change Control Process"	means the change control process, if any, referred to in the Key Provisions;
"Change in Law"	means any change in Law which impacts on the provision of the Services which comes into force after the Commencement Date;
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Commencement Date"	means the date of this Contract;
"Commercial Schedule"	means the document set out at Schedule 6;
"Comparable Supply"	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
"Confidential Information"	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: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (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 (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
"Connected Person"	means any of the following: (a) a person with "significant control" over the Supplier (within the meaning given by section 790C(2) of the

	Companies Act 2006 ("CA 2006")); (b) a director or shadow director of the Supplier; (c) a parent undertaking or a subsidiary undertaking of the Supplier; (d) a predecessor company of the Supplier; (e) any other person who it can reasonably be considered stands in an equivalent position in relation to the Supplier as a person within paragraphs (a) to (d) above; (f) any person with the right to exercise, or who actually exercises, significant influence or control over the Supplier; (g) any person over which the Supplier has the right to exercise, or actually exercises, significant influence or control.
"Contract"	means the form of contract at the front of this document and all schedules attached to the form of contract;
"Contracting Authority"	means any contracting authority as defined in section 2 of the Procurement Act 2023, other than the Authority;
"Contract Manager"	means for the Authority and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
"Controller"	shall have the same meaning as set out in the UK 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);
"Cost Increase"	shall have the meaning given to the term in Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.**;
"Cost Saving"	shall have the meaning given to the term in Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.**;
"Data Protection Legislation"	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);

"Data Protection Protocol"	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
"Data Security and Protection Toolkit"	means the Data Security and Protection Toolkit online self-assessment tool and as may be amended from time to time or superseded;
"Digital Technology Assessment Criteria (DTAC)"	means the Digital Technology Assessment Criteria for Health and Social Care assessment tool and as may be amended from time to time or superseded;
"Direction Letter"	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
"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 the 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 22 of Schedule 2 or, where Clause 25 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 7. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 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;
"Eligible Employees"	means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services. For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHS Pension Scheme "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of **Error! Reference source not found.**;
"Employee Transfer Date"	means the Transferred Staff's first day of employment with the Supplier (or its Sub-contractor);
"Employment Liabilities"	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
"Environmental Regulations"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"eProcurement Guidance"	means any reference to or requirement regarding using technology to facilitate purchasing, payment, and management information collection, within the Regulations and guidance that may be issued from time to time by HM Government or relevant department, including but not limited to the Cabinet Office, the Department of Health and Social Care, and NHS England;
"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;
"EU References"	shall have the meaning given to the term in Clause 1.17 of this Schedule 4;
"Evergreen Sustainable Supplier Assessment"	means the online tool, available on Atamis or such other online tool as may replace Atamis from time to time, which enables suppliers to engage with NHS organisations on the supplier's sustainability journey and understand how to align with the NHS net zero and sustainability ambitions, including those set out in the NHS Net Zero Supplier Roadmap;
"Exclusion Ground"	means any of the: (a) mandatory exclusion grounds as set out in Schedule 6 of the Procurement Act 2023; and (b) discretionary exclusion grounds as set out in Schedule 7 of the Procurement Act 2023.
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Exit Requirements"	means the Authority's exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier 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"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Force Majeure Event"	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this 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 supplier could reasonably have planned for such unavailability as part of its business continuity planning;

	(f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or 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, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;
"Fraud"	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;
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;

“Guidance”	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency, the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
"HM Government Cyber Essentials Scheme"	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;
“Implementation Plan”	means the implementation plan, if any, referred to in the Key Provisions;
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks 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 Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1;
“KPI”	means the key performance indicators as set out in Schedule 5;
“Law”	means any applicable legal requirements including, without limitation: (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any enforceable right, power, liability, obligation, restriction, remedy and/or procedure within the meaning of the European Union (Withdrawal) Act 2018 as

	amended by the European Union (Withdrawal Agreement) Act 2020; (c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (d) requirements set by any regulatory body as applicable in England and Wales; (e) any relevant code of practice as applicable in England and Wales; and (f) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (e) above);
"Long Stop Date"	means the date, if any, specified in the Key Provisions;
"Losses"	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
"Net Zero and Social Value Commitments"	means the Supplier's net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
"Social Value Contract Commitments"	shall have the meaning given in Clause 8.5 of Schedule 1;
"Measures"	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
"NHS"	means the National Health Service;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS England"	means the body corporate known as NHS England, established under section 1H (1) of the National Health Service Act 2006 and whose head office is at Wellington House, 133-155 Waterloo Road, London SE1 8UG;
"NHS Net Zero Supplier Roadmap"	means the NHS Net Zero Supplier Roadmap set out at the following web address: https://www.england.nhs.uk/greenernhs/get-involved/suppliers/ and as amended from time to time;
"NHS Pensions"	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;

“NHS Pension Scheme”	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
“NHS Pension Scheme Arrears”	means any failure on the part of the Supplier or any Sub-contractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees;
"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
“Party”	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
“Payment Date”	means twenty (20) Business Days after the last of the conditions in Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.** has been satisfied;
“Pension Benefits”	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme;
“Personal Data”	shall have the same meaning as set out in the UK GDPR;
“Policies”	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
“Premature Retirement Rights”	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;

"Purchase Order"	means the purchase order required by the Authority's financial systems, if a purchase order is referred to in the Key Provisions;
"Relevant Tax Authority"	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Remedial Proposal"	has the meaning given under Clause 15.3 of Schedule 2;
"Services"	means the services set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier's response to these requirements);
"Services Commencement Date"	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this 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 Supplier to the Authority in accordance with Clause 20.1 of Schedule 2 for inclusion in the Authority's services catalogue from time to time;
"Slavery Act"	has the meaning given in Clause 19.2.1 of Schedule 2;
"Specification and Tender Response Document"	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"Staff"	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Step In Rights"	means the step in rights, if any, referred to in the Key Provisions;
"Sub-contract"	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
Sub-contractor	means a party to a Sub-contract other than the Supplier;
"Subsequent Transfer Date"	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in

	part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
"Subsequent Transferring Employees"	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
"Successor"	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
"Supplier"	means the supplier named on the form of Contract on the first page;
"Supplier 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, re-issued or re-named from time to time;
"Supplier Net Zero Contract Champion"	shall have the meaning given to the term in Clause 8.4 of Schedule 1;
"Supplier Personnel"	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
"Supplier Social Value Contract Champion"	shall have the meaning given to the term in Clause 8.7 of Schedule 1;
"Term"	means the term as set out in the Key Provisions;
"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 supplier 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 given under Clause **Error! Reference source not found.** of Schedule 2;
"Third Party Employees"	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
"Transfer Amount"	an amount paid in accordance with Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.** and calculated in accordance with the assumptions,

	principles and timing adjustment referred to in Clause **Error! Reference source not found.** of Part D of **Error! Reference source not found.** in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party's Broadly Comparable scheme and elected to transfer them to the Supplier's Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option;
"Transfer Date"	means the Actual Services Commencement Date;
"Transfer Option"	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier's (or its Sub-contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);
"Transfer Option Deadline"	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
"Transferred Staff"	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
"Transferring Employees"	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer 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 GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

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 any body 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.

1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.

1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.

1.8 Words denoting the singular shall include the plural and vice versa.

1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.

1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.

1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.

1.13 Any guidance notes in grey text do not form part of this Contract.

1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

1.16 For the avoidance of doubt, and to the extent not prohibited by any Law, the term "expenses" (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.17 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

i. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be

read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

ii. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Specification and Tender Response Document
Specification

A. *Introduction*

The Scarborough Hull York Pathology Service (SHYPS) is a newly formed pathology service network operated by the York Scarborough Teaching Hospital NHS Foundation Trust (YSTHFT) and Hull Teaching Hospitals NHS Trust (HUTH). The vision for the network is to provide an efficient and sustainable pathology service that meets the needs our local community.

SHYPS provides extensive pathology services, providing over 26 million tests per annum. A number of specialised pathology services are provided including neuropathology, virology and immunology. Approximately 50% of the laboratory workload is generated from GPs or other out of hospital services.

SHYPS is managed in line with BS EN ISO 15189:2012 standards: Medical laboratories requirements for quality and competence through United Kingdom Accreditation Service (UKAS) and other regulatory and accreditation standards applicable for pathology laboratories.

Offers who meet our essential criteria to supply, deliver, install and commission a UKAS accredited ISO 17025 calibrated temperature monitoring alarm system will be invited to attend a tour only of the Hull University Teaching Hospital NHS Trust (HUTH) & Castle Hill Hospital (CHH) sites, before submitting their bid. A detailed site survey will be required to be undertaken by the supplier awarded the contract to include any implementation costs.

The temperature monitoring alarm system must notify users of temperature excursions beyond pre-set temperature limits after pre-set timescales, monitor/record temperatures in Blood Storage Units, Fridges, Freezers, Incubators, ambient storage areas and provide a full audit trail of actions taken to resolve temperature excursions.

Please note, only full written answers will be accepted in response to the tender questions. Attachments will be rejected unless used as an aid to help support written answers (i.e images/diagrams). Please also ensure that all quotations show a complete breakdown of your costings for us to consider.

Pathology equipment sited/areas to be monitored

HUTH - Hull University Teaching Hospital NHS Trust, Anlaby Road, Hull, HU3 2JZ
CHH – Castle Hill Hospital, Castle Road, Cottingham, HU16 5JQ

Pathology Building – Ground Floor (HRI)	**Pathology Building – 1st Floor (HRI)**	**Tower Block (HRI)**	**Path Lab (CHH)**	**Remote Monitored Units**

POCT Specimen reception Pre analytical Transfusion Haematology – Coag Haematology – General Biochemistry – Auto Biochemistry – Specials Immunology – Proteins Immunology – Cell lab Immunology – Auto Immunoassay Virology - Serology Virology - Molecular Server Rm Fridge/Freezer Rm Pathology Stores - warehouse & shelving	Cellular Pathology.	Specimen reception Microbiology – General Microbiology – blood cultures Microbiology – urines Microbiology – enterics Microbiology – respiratory	Specimen Reception & Lobby BSc open plan lab	**Remote Blood Storage Units x 5** Women & Children's HRI A & E Dept HRI Cardiology Ground floor CHH Day Unit CHH **Remote POCT Fridge x 1** Cardiology Building, Ground floor CHH **Remote Micro media Cold store x 1** Annex adjacent to Pathology building HRI

A site visit is essential, Suppliers who meet the basic criteria set out in the evaluation will be invited to attend on the same day to ensure all suppliers can view the locations fairly, the visit will be a tour of both Hull Royal Infirmary and Castle Hill Hospital on the same day.

Pathology equipment to be monitored

Equipment Type	Temperature Ranges	External Sensors	Probes	Internal Sensors	UKAS Calibrated Points
Server Room	15 to 25°C	0	0	1	2

Ambient Storage/ Work Area	15 to 30°C	0	0	25	50
BSU (Blood Storage Unit) Core & Air	2 to 6°C	14	28	0	56
Transfusion Fridge	2 to 6°C	3	3	0	6
Fridge	2 to 8°C	56	70	0	140
Cold Room	2 to 8°C	3	3	0	6
Fridge/ Freezer	2 to 8c / -20°C	7	14	0	28
Platelet Incubator Care & Air	20 - 24°C	3	6	0	12
Freezer	-20c to -39°C	25	28	0	56
Hot Room	30 to 40°C	2	2	0	4
CO2 Incubator	30 to 40°C	3	3	0	6
Incubator/Oven	30 to 70°C	12	12	0	24
Hot Block	35 to 40°C	1	1	0	2
Water Bath	35 to 56°C	2	2	0	4
Freezer	-40c to -70°C	8	8	0	16
Ultra Low Freezer	-71c to -80°C	11	11	0	22

Totals	150	191	26	434

Note: Non-calibrated points are not required.

Additional: Pathology equipment changes on a replacement, expansion or disposal requirement and the totals stated in this document may vary prior to any system installation. All changes will need to be identified during and included in the system installation.

Quality Compliances.

European directorate for the quality of healthcare and medicine (EDQM) good practice guidelines for blood establishment required to comply with directive 2005/62/EC.
Medical Laboratories- requirements for quality and competence – BS EN ISO 15189: 2022.

The rules and guidance for the pharmaceutical manufacturers and distributors 2022 (MHRA Orange Guide)
The blood safety and quality regulations 2005 No. 50 as amended. 6.5.3 Metrological traceability of measurement results

a) the laboratory shall establish and maintain metrological traceability of its measurement results by means of a documented unbroken chain of calibrations, each contributing to the measurement uncertainty, linking them to an appropriate reference.

NOTE: information of traceability to a higher order reference material or reference procedure can be an examination system manufacturer. Such documentation is acceptable only when the manufacturer's examination system and calibration procedures are used without modification.

b) the laboratory shall ensure that measurement results are traceable to the highest possible level of traceability and to the International System of Units (SI) through:
- Calibration provided by a competent laboratory; or

NOTE 1 Calibration laboratories fulfilling the requirements of ISO/ICE 17025 are considered competent for preforming calibrations.
- Certified values of certified reference materials provided by a component producer with stated metrological traceability to the SI;

NOTE 2 Reference material producers fulfilling the requirements of ISO 17034 are considered to be competent.
NOTE 3 Certified reference material fulfilling the requirements of ISO 15194 are considered suitable.

General specification of system

The system and probes must be suitable for monitoring laboratory equipment and areas including but not limited to blood storage units, fridges, freezers, platelet incubators, CO2/non-CO2 incubators, ovens, hot blocks, water baths, walk in cold/hot rooms, cupboards, shelves, roll cages and storerooms/warehousing. The current temperature range monitored is -80°C to +70°C. Future development of our research facility may require monitoring as low as -150c

The system must monitor, record and store temperatures in degrees Celsius °C to a minimum of one decimal place.

The system must meet UKAS standards and to provide UKAS ISO 17025 accredited accuracy of readings within 0.5 °C including measurement of uncertainty for blood storage units and 1.0°C including MOU for all other units.

The system must be able to record temperatures in real-time and provide proactive alarms with no time delay or with pre-set time delays as required.

The system must have the facility to set adjustable temperature upper and lower temperatures limits per probe to a minimum of one decimal place. When these are met or

exceeded and the preset time delay is reached an alarm notification must be generated. The event must be recorded in the audit trail.

As a minimum, the system must record and store temperatures at 2-minute intervals for all Transfusion units and transmit data at 2-minute intervals regardless of the equipment location. For all other unit's temperatures must be recorded and stored at a minimum of 15-minute intervals and data transmitted every 15-minutes. Continuous sampling of all temperatures between recorded intervals is required to ensure real-time monitoring with no delay alarm activation.

The system must utilise RF wireless and/or wired technology compatible with existing NHS infrastructure. The supplier must perform a network analysis to ensure the Trust infrastructure is compliant with the proposed system. The IT infrastructure have suggested another option maybe for the supplier to provide a network for the equipment if it's not RF. The current advice from the trust networking team is to avoid 2.4G and 5G frequency as this will affect the running of other systems already existing within the trust.

The supplier must provide a security statement to HUTH IT for review; including all access requirements to the system and the Trusts network.

The system must be able to snooze alarms for the automatic repetition of notifications after actions are taken. All alarm notifications must have an auditable system of acknowledgment by the recipient. Alarm notifications must be proactive and repeat until acknowledged by the recipient (answerphone messages are not sufficient)
The system must allow for free text notes to be entered by users and edited against alarms or temperature readings for the purpose of investigation, such as audit trails
Proactive alarm notification methods must be provided; including but not limited to telephone calls.

The system must have a robust feature to recover recorded data in network/communication loss scenarios.

The system must not interfere with the operation of secondary alarms systems and auto diallers that are already in place on blood storage units and research freezers. These utilise hardwired inputs/outputs on the individual storage units.

The system and installation must not invalidate any warranties provided by the monitored equipment manufacturers.

The system must be capable of being upgraded/future-proofed or expanded across multiple sites with minimum disruption as may be required to be able to meet any changes and development in legislation and/or best practice.

The supplier must be able to provide a browser-based system that is accessible via the Trust PC's (including laptops for remote workers)

The system must allow users a single login to view unit's status at any location or site and provide filtering to restrict the view to selected units only.

The system must be accessible by users within all areas of Pathology at each laboratory department and site.

The system must have a backup power supply in the event of mains power interruption.
The system must be compatible with and maintain connectivity during a schedule of monthly Trust power outages for emergency generator tests.

The system must always be accessible displaying real-time readings or readings at pre-set intervals where programmed.

It would be preferable for the system to provide a permanent real-time status display screen installed in the Transfusion lab at Hull Royal Infirmary. This should be wall mountable and of a size suitable to view within the work areas of the Transfusion laboratory. The location for this would be within the Hull transfusion department.

The system must be able to allow for the movement and repositioning of units monitored in non-static laboratory areas.

The system must allow for the movement of units without removing probes during scheduled cleaning housekeeping and maintenance.

The system must not interfere with the process of annual mapping of blood storage units and research freezers during use.

The system must be able to host multiple user accounts with varying level of access determined by system administrators.

The system must be able to lock out user access when required by administrators
User passwords must not be stored in plaintext anywhere on the system and a specified format of password should be available.

The system must include a searchable permanent audit trail of all system and users' events including but not limited to; alarm acknowledgment, alarm deactivation and reprogramming of any settings. The audit trail must be username and time/date stamped.

The system must be able to provide an electronic means of keeping blood cold chain audit trail records for at least 30 years in compliance with legislative requirements.
The system must perform and record on Greenwich Mean Time (GMT) and adjust itself for UK British Summer-Time (BST) and British Winter-Time (BWT) (sometimes called Daylight Saving Time).

The system must have a process of archiving data in a readable format onto another storage solution.

The system must provide notification options via user login, email or auto dialler systems compatible with the NHS communications infrastructure.

The system must be accessible by nominated staff working remotely offsite.

All equipment forming the system including probe leads must be safely secured to walls and or monitored equipment. Please note that equipment cannot be drilled for the purpose of securing. Fixings to walls must be approved by the Trust Estates, PFI management team (where applicable) and Pathology .
All power supplies, network points, accessories, utilities and any small works required must be identified in the quotation.

Probe specification

Probes provided must be specifically designed for by both air and core reading environments.

Core probes must be designed to simulate core readings from a bag of blood and provided with a simulated bag.

Probes must be able to record the temperature of fluids in addition to air.

Probes must only enter a unit via door seals when a probe port is not installed on the unit and this method must not compromise the seal, the operation of the unit or the manufacturer’s warranty.

Probe leads must of a suitable length and flexible enough to allow reposition of the probe within the unit if required and secured within the unit .

Probe leads must be robust and suitable for high use blood storage units with pull out drawers and must not interfere with the use of units.

Probes must be positioned within the optimum area of a unit to record even and stable readings. Probe positions within units will need prior approval by Pathology and a record provided of the approval before installation.

Blood storage units and platelet incubators each require core and air probe readings, where there are multiple compartments within or double doors on BSU’s; a core and air probe is required in each side or compartment.

Where units have multiple compartments or can be accessed by more than one door, all compartments or access points will need to be monitored. e.g a double door fridge will need a probe in the left and right compartment

Support/Maintenance Specification

A full primary support & pre planned maintenance contract must be offered by the system provider. The supplier must be able to demonstrate capability to manage system, breakdowns/technical issues in between planned service/calibration visits. Supplier must be able to provide onsite engineering support where appropriate in a timely manner.

Replacement life expectancy parts e.g. batteries, must be replaced and installed by the PPM provider as part of an agreed schedule of maintenance. Replacement battery costs (if required) must be stated in the quotation.

Spare parts and consumables must be held by the engineers/system provider to ensure minimum downtime in the event of a breakdown.

The system must not rely on any intervention by Pathology staff during its operation or equipment failure.

The notification system that is provided by the supplier must be managed and supported by the supplier or an agreed third-party company. This will include all infrastructure up to the Trusts network point/data line.

Installation & Training

The system must be provided, installed by the supplier and commissioned ready to use with a full installation qualification IQ, Operational Qualification OQ & Performance Qualification PQ provided. This needs to be accepted & approved by Pathology prior to go live.

Following a successful installation, the trust would be open to the winning supplier collecting and returning the probes currently in use, the fee for this could be discussed at a later date.

Pre-calibrated offsite and onsite calibrated probes must be performed by a UKAS accredited ISO 17025 provider, and the results must fall within the acceptance criteria of Pathology's tolerances.

All probe calibrations must be signed off by Pathology prior to installation and records provided of this.

Installation must run in tandem with existing systems without interference or compromise and not require units or areas to be taken out of use unless absolutely necessary.

Installation must take place during an agreed period and agreed times only.

Installation must not need Pathology supervision unless otherwise specified.

An agreed change control process must be designed and implemented by the supplier to ensure that no monitoring data is lost during the change over from the existing monitoring system to the new system. The existing system must remain fully operational during and after the changeover, with the option to transfer existing supplier data into a storage facility in new system.

Parking at all sites is via auto number recognition in pay and display places only. Payment is prior to exit.
Deliveries, consumables and tools can be dropped off at the departments in most cases prior to payment parking.

Training must be provided in the use of the system at general user and administrator levels .

A system manual and user guide in English must be provided

Calibration Specification

All calibrations must be performed by a UKAS/ISO 17025 accredited provider for the test location the calibrations will be performed at. The schedule of accreditation must be provided.

The supplier must ensure the probes in use are UKAS calibrated for the ranges they are monitoring at all times and provide a schedule of recalibration.

Calibration points must follow on from existing calibrations. Points are not uniform across the department and time allowances must be made for reconfiguring test equipment during calibrations.

All calibration adjustments (if the system allows for this) must be notified to and agreed by a senior member of Pathology staff prior to being made. Probes must be recalibrated following any adjustments.

All calibrations failing to meet the Pathology departments and or manufacturers acceptance criteria must be notified at the time of calibration so appropriate actions can be taken.

Probes must only be removed for the minimum time required to perform the calibration test. The duration must be agreed by senior member of staff prior to removing the probe.

The probe calibration process must not generate unnecessary alarm notifications to Pathology. All probe alarm notifications must remain active until the point they are removed for calibration and be reinstated by the engineer once the probe is returned to its monitoring location and the temperature is within alarm activation parameters.

Engineers must ensure the system is fully operational and alarms are set at the end of each working day or prior to leaving site for any reason.

A system of ad hoc and recalibration following non acceptance of calibration results must be provided.

Recalibration must take place following any repairs or incidents that invalidate calibration prior to probes going back into monitoring use.

Certificates must be available in an electronic format. The trust is requesting that there is a system we can access where we can view and download if necessary the individual calibration certificates for auditing purposes, we would request that this system can be always accessed and by all staff this will be essential for UKAS.

Probes can only be removed for calibration in agreed small quantity batches reducing any downtime and not interrupting laboratory processes.

Probes must be returned to the same unit and position taken from.

Loan units can be used with the proviso that calibration certificates of loaner unit must be provided and meet Pathology's acceptance criteria.

Calibration certificates for the equipment used in the calibration test process must be provided if requested by Pathology.

Supplier Specification

The supplier must provide proven evidence of having recent experience of successfully implementing a temperature monitoring alarm system across multiple hospital departments and sites. This experience must include Transfusion Blood storage unit monitoring.

This Specification sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

B. ***Requirements of the Specification***

	Question	Bidders Response
1	Do you have experience of delivery within NHS and UKAS accredited organisations. Please include details of the combination of skills/qualifications of your staff that will be applied to this contract.	Pass
2	Case Study: The supplier must provide proven evidence of having recent experience of successfully implementing a temperature monitoring alarm system across multiple hospital departments and sites. This experience must include Transfusion Blood storage unit monitoring.	Pass
3	Will your system be capable of being upgraded/future proofed as well as have the potential to expand across multiple geographical sites (via Hubs for example) with minimum disruption?	Pass
4	Have you previously provided systems that meet UKAS standards?	Pass
5	The system must monitor, record and store temperatures in degrees Celsius °C to a minimum of one decimal place.	The JTF Wireless monitoring system records and stores temperatures in degrees Celsius with a resolution of 0.01°C, fully meeting the requirement for decimal-place precision. All sensors are supplied fully calibrated under our UKAS ISO 17025 accreditation, with traceable calibration certificates detailing both accuracy and measurement uncertainty (MOU). • For blood storage units, our sensors deliver an accuracy of ±0.25°C, significantly exceeding the required ±0.5°C threshold.
6	The system must record and store temperatures at 2-minute intervals for all Transfusion units, and transmit data at 2-minute intervals regardless of the	The JTF Wireless system exceeds the stated requirement by recording and transmitting temperature data at one-minute intervals. This

	equipment location. In addition, continuous sampling of all temperatures between recorded intervals required with no delay alarm activation.	higher sampling rate ensures prompt detection of deviations and enhances compliance assurance. While the system does not perform continuous sampling between each logged interval, it aligns fully with BSQR 2005 guidelines, which specify a five-minute logging rate for Action Alarms on core simulated blood products. The one-minute sampling interval used in our system exceeds this regulatory requirement, offering enhanced granularity and faster incident detection.
7	The system must record and store temperatures at 2-minute intervals for all Transfusion units, and transmit data at 2-minute intervals regardless of the equipment location. In addition, continuous sampling of all temperatures between recorded intervals required with no delay alarm activation	Yes, the Sematics software platform features a robust and highly configurable real-time alarm management system designed for proactive monitoring and rapid incident response. The system automatically generates alerts for events such as out-of-range conditions, communication failures, or power loss. Alarms are delivered through multiple communication channels—SMS, email, mobile app notifications, and voice calls—and are governed by intelligent escalation profiles. These profiles enable flexible alarm routing to one or multiple recipients, either simultaneously or in a cascading sequence based on user acknowledgement or time delays. Escalation profiles can be customised for different times of day (e.g., in-hours vs. out-of-hours), ensuring that alarms reach the appropriate personnel depending on operational hours or rota schedules. Each alert requires acknowledgment within the system to ensure traceability and audit readiness. This proactive configuration not only supports compliance but also enhances operational resilience and responsiveness.
8	Supplier must be able to provide an IT security/access statement, (Please provide a copy)	
9	Supplier must be able to provide on-site engineering support where appropriate	JTF Wireless provides comprehensive on-site engineering support to ensure smooth deployment, compliance assurance, and optimal system performance throughout the full lifecycle of the monitoring platform. Our engineering services include: System Design and Installation

		Our in-house Systems Design Engineer works closely with clients to specify optimal sensor layouts and communication infrastructure. This is followed by professional on-site installation by our engineering team, ensuring seamless hardware deployment and network integration. Commissioning and User Training On-site commissioning includes full system validation, functional testing, and training sessions tailored to end-users and administrators. Training is conducted by engineers experienced in NHS clinical environments to ensure practical application. Calibration and Maintenance We offer scheduled on-site maintenance visits, which include UKAS-compliant calibration services performed by our accredited calibration engineers. These visits also cover a full health check of all sensors, receivers, repeaters, and other system components, ensuring continued accuracy and reliability. Reactive Support and Troubleshooting Our field engineers are available for reactive on-site support in the event of system faults, communication issues, or user-reported anomalies. With direct access to our internal development team, complex issues are resolved quickly and efficiently. Hybrid Support Model While we provide in-person engineering where needed, we also offer robust remote support services including diagnostics, firmware updates, user configuration, and virtual training. This hybrid model ensures rapid response times and cost-effective service delivery across large or geographically dispersed estates. Coverage and Capability Our engineering team supports over 350 sites across the UK and is experienced in high-compliance environments including NHS hospitals, blood transfusion labs, and pharmaceutical storage facilities. With deep knowledge of both infrastructure and regulatory requirements, our engineers deliver with minimal disruption to live environments. In summary, JTF Wireless offers scalable and dependable engineering support, with the capability

		to meet both routine and critical service needs, backed by a team that understands the operational realities of healthcare and regulated industries.
10	All calibrations must be performed by a UKAS/ISO 17025 accredited provider for the test location the calibrations will be performed at. The supplier must ensure the probes in use are UKAS calibrated for the ranges they are monitoring at all times and provide a schedule of recalibration. Please provide an example schedule of accreditation. and how any non-conformances will be recalibrated as needed.used). Question 10: Response Word Limit: 1000 Words Additional attachments are not permitted in relation to this question	
11	Please provide detail on how your system provides real time monitoring and alarms, including details on how alarms can be configured.	Sematics is a next-generation environmental monitoring platform engineered for real-time performance, compliance automation, and intelligent incident management across critical healthcare and life science environments. Real-Time Monitoring and Data Delivery Sematics delivers true real-time monitoring across all connected assets. Data is sampled and transmitted at user-defined intervals—as frequently as every minute—and visualised instantly within the cloud platform. This ensures a continuous live view of storage conditions for all monitored environments, including refrigerators, freezers, blood banks, ambient areas, incubators, and mobile transport systems. Sematics supports a full spectrum of devices—from wireless temperature loggers to multi-parameter probes—allowing seamless monitoring across fixed and mobile assets. Device connectivity is designed for resilience, with automated failover to 4G where network disruption is detected, and all alarms triggered locally in parallel to ensure no loss of protection. Advanced Alarm Configuration The platform includes a powerful and intuitive alarm configuration engine that enables the creation of

		bespoke alarm rules per asset, per department, or per site. Thresholds, delay timers, and tolerance bands can be set individually, and grouped alarms can be created to reflect complex workflows, regulatory thresholds, or clinical risk profiles. Each alarm condition can be set to trigger one or more notification profiles, allowing for differentiated handling based on risk level, asset class, or operational context. Examples include: • Immediate alerts for blood fridges with zero delay and tight deviation thresholds • Cumulative deviation alarms for less critical ambient storage • Custom escalation rules based on time-of-day, day-of-week, or staff rota Dynamic Notification Profiles and Escalation Pathways Sematics features an intelligent notification matrix that supports delivery of alarms via SMS, email, voice call, and mobile app. Notification profiles are entirely flexible: • Alerts can be routed to different users or teams based on time of day (e.g. in-hours vs. out-of-hours) • Escalation chains ensure that if an alert is not acknowledged within a defined timeframe, it cascades to secondary or on-call contacts • Multiple recipients can be assigned to a single event, either in parallel or sequentially, to guarantee visibility and response All alarms require active acknowledgment within the system by an authorised user, ensuring full traceability. A complete audit trail is captured for each event—including timestamps, user responses, comments, and any corrective actions taken. Integrated CAPA and Root Cause Tracking Beyond basic alerting, Sematics incorporates a full Corrective and Preventative Action (CAPA) logging module, allowing users to document incident inv
12	The system must allow users a single login to view unit's status at any location or site and provide filtering to restrict the view to selected units only. The system must be accessible by users within all areas of Pathology at	The system must be accessible by users within all areas of Pathology at each department and site. Please use an example to demonstrate how your system does this and highlight any key features that will help us to fulfil our needs.

	each department and site. Please use an example to demonstrate how your system does this and highlight any key features that will help us to fulfil our needs.vulnerable patients; • understand the populations they are seeking to serve; • how the service will make reasonable adjustments for service user's needs (e.g. physical disabilities; neurodivergent; social, religious and cultural grounds). Question 12: Response Word Limit: 1000 Words Additional attachments are not permitted in relation to this question	The Sematics platform is built for multi-site, multi-department access at scale—enabling seamless, secure visibility across all areas of Pathology regardless of physical location. As a cloud-native solution, it is accessible from any device (PC, tablet, or mobile) with an internet connection, without reliance on local IT infrastructure or VPN access. Centralised Access, Role-Based Visibility Through a single login, authorised users can access real-time and historical data for all monitored assets across departments, sites, and regions. Role-Based Access Control (RBAC) is core to the platform's design. It ensures users only see and interact with the data relevant to their responsibilities—whether they manage a single freezer or oversee compliance across an entire Trust. Access can be granted at multiple levels: • Company-wide (e.g. Trust-wide access for quality or compliance leads) • Site-specific (e.g. a site manager overseeing all labs at one hospital) • Zone or department-specific (e.g. Blood Transfusion or Histology only) • Asset-specific (e.g. individual fridges, freezers, or ambient units) This layered control ensures data security, clinical focus, and reduced information overload, while maintaining full audit traceability for all user activity. Real-Time Mobile Access & Actionable Alerts The Sematics mobile app extends this functionality to smartphones and tablets, allowing staff to: • View real-time temperature data and graphs • Acknowledge and action alarms directly • Log root cause and CAPA data on the go • Receive push notifications for live incidents This mobile-first capability is particularly valuable for on-call biomedical scientists and duty managers, who can respond to incidents outside normal hours without needing to log in from a desktop. Example in Practice – Pathology Workflow At one of our existing NHS Trust sites, Sematics is deployed across Transfusion, Microbiology, Histology, and Cytology. Each department has:

		• Department-specific views showing only their relevant assets • Escalation routes and alarms tailored to local rotas • Designated users (e.g. Biomedical Scientists, Lab Managers) with access scoped to their responsibilities • Trust-level QA staff with full oversight across all Pathology disciplines When a fridge in the Microbiology department triggers an alarm out-of-hours, the designated on-call scientist receives a mobile app notification and SMS, logs in from their phone, acknowledges the alert, logs a root cause, and records a corrective action within minutes—all without visiting the site. Additional Key Features That Support
13	Does your system allow for notes to be entered and edited against alarms or temperature readings for the purpose of investigation, such as audit trails?	Yes, the Sematics platform allows authorised users to log notes and investigative details against any alarm or temperature reading. Each note is timestamped and attributed to the individual user, and becomes part of a permanent audit trail to support full traceability, compliance, and audit readiness. As part of our integrated incident management system, Sematics supports the documentation of: • Root Cause • Corrective Action • Preventative Action • Investigator Comments These fields can be made mandatory for high-risk assets such as blood fridges, ensuring consistency with MHRA, UKAS, and ISO 15189 requirements. A library of pre-defined dropdown responses is available for common issues such as door openings, maintenance events, or power failures—streamlining logging and improving consistency across departments. Collaborative Investigation and User Tagging Sematics also includes collaborative incident handling, allowing users to tag colleagues directly within an incident using the '@user' format. When a user is tagged: • It is logged in the incident timeline • The tagged user receives an automated email notification with a direct link to the incident

		• They can respond within the platform, adding follow-up notes, actions, or confirming resolution This promotes real-time collaboration between clinical, facilities, and QA teams, ensuring everyone involved in an incident is kept informed and accountable, with a clear dialogue and documented decision trail. Custom Workflows and Reporting During onboarding, a customised incident resolution workflow is configured for each department to ensure alignment with local SOPs. Escalation rules, mandatory fields, and sign-off processes are all fully configurable. The platform also provides: • Compliance dashboards for monitoring unresolved alarms and overdue investigations • Intraday and weekly reporting on alarm trends and response performance • Root cause and CAPA analytics to identify recurring issues and opportunities for preventative action All incident data is securely retained and can be exported for audit, quality reviews, or inspections. Summary Sematics transforms reactive alarm handling into a structured, collaborative compliance process—capturing the full lifecycle of each event, enabling real-time teamwork, and providing a defensible audit trail that meets the most stringent regulatory requirements.
14	1. The system must be able to snooze alarms for the automatic repetition of notifications after actions are taken. 2. The system must have a feature to recover recorded data in network/communication loss scenarios. 3. The system must include a searchable permanent audit trail of all system and users events including but not limited to; alarm acknowledgment, alarm deactivation and reprogramming	The Sematics platform allows alarms to be snoozed after initial acknowledgment. This feature enables authorised users to temporarily pause repeat alerts while corrective actions are in progress, ensuring continued oversight without silencing unresolved issues. In the event of network or communication loss, Sematics devices continue logging locally to onboard memory. Once connectivity is restored, the system automatically uploads the backlog of readings to the central platform, ensuring no data loss or visibility gaps during outages.

	of any settings. 4. The audit trail must be username and time/date stamped. All alarm notifications must have an auditable system of acknowledgment by the recipient. 5. Alarm notifications must repeat until physically acknowledged by the recipient (answerphone messaging for example are not acceptable). 6. The notification system that is provided by the supplier will need to be managed and supported by the supplier or an agreed third-party company. This will include all infrastructure up to the Trusts network point/data line.	Sematics maintains a permanent, tamper-proof audit trail covering every action within the system. This includes alarm acknowledgments, alarm deactivations, configuration changes, user logins, threshold modifications, and incident responses. Logs are categorised for clarity: Audit Logs track user access, role changes, and system adjustments. Notification Logs capture the lifecycle of each alert, including time, delivery channel, recipient, and response. Change Logs document actions by JTF Wireless engineers, noting what was altered, when, and why. Every record in the audit trail is time and date stamped and linked to a named user. Acknowledgment of alarms must be carried out actively through the Sematics web or mobile app—receiving an email or voicemail does not satisfy compliance. The timeline of each incident reflects user actions, providing complete traceability and accountability. Alarm notifications escalate until a recipient physically acknowledges the alert. Sematics routes alarms via SMS, email, voice calls, and push notifications. Each communication method logs delivery confirmation, open/read status (where available), and response. The system tracks the full acknowledgment journey in the Notification Log, detailing: Who received which message Whether it was opened When it was acknowledged Which corrective steps were recorded

		JTF Wireless fully manages the entire notification infrastructure, with no reliance on Trust IT networks or personnel. Each customer is assigned a dedicated cloud-based Notification Manager that delivers alerts using enterprise-grade providers, hosted in a high-availability Kubernetes environment. This ensures message delivery, fault tolerance, and segregation of NHS Trust data. The system supports email, SMS, automated calls, and push notifications, all monitored and maintained by our internal engineering team. In summary, Sematics offers a complete, transparent, and searchable record of all alarm activity and user interaction. Every alert is fully traceable from generation to resolution, making the platform ideally suited for UKAS, MHRA, and ISO 15189 environments where defensible audit trails are critica
15	Provide detail on the installation and commissioning of the system including Quality control steps you will take and level of training and documentation provided to users.	The installation and commissioning of the Sematics environmental monitoring system is delivered by experienced JTF Wireless engineers, including UKAS-accredited personnel, using a structured deployment methodology that ensures accuracy, compliance, and reliability from day one. Pre-Installation and Planning Each deployment begins with a pre-deployment consultation and site survey, during which we: • Review department layouts and confirm all asset locations • Align monitoring coverage with operational workflows and risk profiles • Validate connectivity requirements and network access in collaboration with Trust IT teams • Confirm probe placement strategy to ensure effective and consistent monitoring • Ensure that all devices are UKAS-calibrated and documentation is in place prior to delivery Installation and Commissioning Our engineers install the system with minimal disruption to clinical activity. Quality control procedures include: • Signal strength validation for each sensor and gateway

		• Verification of calibration certificates and device identification against asset registers • Test transmission of live readings to the Sematics platform to confirm data flow • Execution of a commissioning checklist, which is signed off and retained for audit trail purposes Training and User Enablement Training is delivered on-site during installation and tailored by user role: • General users (e.g. lab staff) are trained on monitoring dashboards, basic navigation, and alarm interpretation • Compliance leads and supervisors are trained on audit tools, CAPA management, alarm escalation, and reporting • IT teams receive technical briefings on system security, device connectivity, and integration points Each site is supported with: • Quick-start guides and full user manuals • On-demand training videos • Optional refresher sessions, available remotely or on-site at no additional cost • Access to our monthly live training webinars, open to all users, covering best practice, platform features, and live Q&A • Ad-hoc webinars on new feature rollouts, compliance management, and system optimisation, scheduled in response to Trust feedback or regulatory changes Ongoing Support and Partnership Following installation, each Trust is supported by a UK-based dedicated Account Manager and Customer Success Manager, who: • Provide direct lines of communication for technical support and strategic guidance • Deliver regular check-ins and reviews • Support KPI monitoring (e.g. time-to-acknowledge, system compliance rates) • Assist in onboarding future departments or new users In summary, the installation and commissioning of Sematics is a comprehensive, hands-on process, underpinned by formal quality controls, embedded training, and long-term support. Our focus is not just

		on system delivery—but on ensuring lasting value, usability, and compliance from day one, and into the future.
16	Please describe how probes can remain attached to equipment whilst being moved for maintenance and house-keeping	JTF Wireless supplies probes with purpose-designed mounting brackets to ensure secure attachment to refrigeration and environmental equipment, even during maintenance, relocation, or routine cleaning. These brackets offer multiple secure mounting options, including: • Screw fixings for permanent installations • Industrial-grade adhesive and/or magenetic pads for clean, non-invasive mounting • Cable tie anchors for flexible, tool-free attachment to shelving, baskets, or rails For additional security—particularly in high-traffic or mobile environments—our standard practice is to apply a secondary cable tie around the bracket and probe body when mounted horizontally. This prevents any lateral movement or accidental dislodging during housekeeping activities. We work closely with each site during installation to assess the most appropriate mounting method based on: • The asset type and surface material • Cleaning schedules and access needs • Whether the unit is fixed or periodically moved (e.g. for servicing) This flexible approach ensures that probes remain secure, well-positioned, and compliant with monitoring standards, while allowing Trust staff to continue their maintenance routines without disruption or risk of inaccurate readings due to dislodged sensors.
17	Certificates must be available in an electronic format. Please provide an example of how we can access the calibration certificates for auditing purposes, we would request that this system can be always accessed and by all staff as this will be essential for UKAS.	JTF Wireless supplies probes with purpose-designed mounting brackets to ensure secure attachment to refrigeration and environmental equipment, even during maintenance, relocation, or routine cleaning. These brackets offer multiple secure mounting options, including: • Screw fixings for permanent installations • Industrial-grade adhesive and/or magenetic pads for clean, non-invasive mounting

		• Cable tie anchors for flexible, tool-free attachment to shelving, baskets, or rails For additional security—particularly in high-traffic or mobile environments—our standard practice is to apply a secondary cable tie around the bracket and probe body when mounted horizontally. This prevents any lateral movement or accidental dislodging during housekeeping activities. We work closely with each site during installation to assess the most appropriate mounting method based on: • The asset type and surface material • Cleaning schedules and access needs • Whether the unit is fixed or periodically moved (e.g. for servicing) This flexible approach ensures that probes remain secure, well-positioned, and compliant with monitoring standards, while allowing Trust staff to continue their maintenance routines without disruption or risk of inaccurate readings due to dislodged sensors.
18	Asset Protection: Please describe the asset protection measures you will have in place. Your response should cover the following elements: 1. Data storage and processing locations 2. Datacentre security standards 3. Physical access control, and standards you comply with 4. Encryption arrangements and standards 5. Data sanitisation process 6. Equipment disposal approach 7. Change, vulnerability and incident management arrangements	1. Data Storage and Processing Locations All Sematics data is stored and processed primarily within UK-based Google Cloud data centres (London region). There are no data transfers outside the UK without prior written approval. However, to ensure resilience against catastrophic UK-region failure, we maintain encrypted backup replication and restoration capability in Google's Zurich (Switzerland) region. This provides a geographically independent disaster recovery option that supports continuity without compromising security or compliance. Sematics uses a three-tiered redundancy model: • Layer 1 – Nodal Failover: High availability within the same UK data centre (London) using Kubernetes node replication • Layer 2 – Zonal Failover: Replication across multiple UK availability zones within the London region • Layer 3 – Regional Failover: Offsite encrypted backups stored in Zurich, Switzerland, providing full service restoration capability in the event of a UK-wide disruption

	8. Approach to Data Import, export, on network and in transit protection and relevant certifications Please provide full details of externally assessed data protection/cyber security related certifications that you hold.	2. Data Centre Security Standards All Google Cloud data centres used by Sematics are certified to: • ISO/IEC 27001 • ISO/IEC 27017 • ISO/IEC 27018 • SOC 1, SOC 2, and SOC 3 These certifications ensure strict compliance with international standards for cloud and data security, as well as continual auditing of controls and procedures. 3. Physical Access Controls and Compliance Standards Data centres employ strict multi-layered physical security: • 24/7 manned security • Biometric authentication for entry • CCTV monitoring and logging • Keycard-based access control with audit trails Access is tightly restricted to authorised personnel only, in line with ISO and NCSC expectations. 4. Encryption Arrangements and Standards All data handled by Sematics is: • Encrypted at rest using AES-256 • Encrypted in transit using TLS 1.2+ • Managed using Google Cloud Key Management Service (KMS), which enforces: o Regular cryptographic key rotation o Role-based access controls o Full audit logging of key usage 5. Data Sanitisation Process Google Cloud adheres to NIST SP 800-88 Rev.1 standards for secure deletion of customer data. This includes: • Phased deletion process with short-term recoverability and then full purging • Overwriting of backup data within 180 days • Cryptographic erasure of live and backup data • Physical destruction of retired drives Note, no data is deleted unless requested. Data retention is minimum 10 years and is not deleted without process approval by all parties. 6. Equipment Disposal Approach

		When equipment reaches end-of-life, Google Cloud applies a strict secure disposal process: • Data erasure using zero-write and validation • Physical destruction (e.g. shredding or crushing) if erasure is not viable • Secure, standards-compliant recycling of all physical remnants These procedures comply with NIST SP 800-88 and DoD 5220.22-M guidelines, ensuring that no recoverable data remains. 7. Change, vulnerability and incident management arrangements Sematics adopts industry best practices across its operational lifecycle: • Change Management: Based on ITIL framework with documented change control processes • Vulnerability Management: Patch management aligns with NCSC guidelines and includes automated updates, threat intelligence, and proactive scanning • Incident Response: NHS-aligned response plan includes: o Real-time detection and escalation o Incident containment and forensic analysis o Stakeholder communication o Root cause analysis and corrective action logging Incidents are logged and reviewed within our internal governance framework, and all records are retained for audit.
19	Demo Question: We need a system which helps us to monitor and record the relevant temperatures of fridges or ambient areas. Please use an example to demonstrate how your system does this and highlight any key features that will help us to fulfil our needs.	
20	Demo Question: The system and probes must be suitable for monitoring laboratory equipment and areas including but not limited to blood storage units, fridges, freezers, platelet incubators, CO2/non-CO2 incubators, ovens, hot blocks, water baths, walk in	

	cold/hot rooms, cupboards, shelves, roll cages and store rooms/warehousing. The current temperature range monitored is -80°C to +70°C. Please use an example to demonstrate how your system does this and highlight any key features that will help us to fulfil our needs.	
21	Demo Question: Suppliers are asked to provide a demonstration of the following (max 30 mins) to demonstrate the user interface: 1. View Login to system 2. View a temperature probe recording within set parameters 2.3 to 5.7c 3. View parameter settings for min/max temperatures 4. View parameters settings for zero time delay and options for setting different time delays and snoozing alarms 5. View configuration of all available alarm parameters and settings 6. View a temperature probe exceeding set alarm notification parameters 7. View system proactive notification process 8. View configuration of all proactive notification options 9. View users acknowledgement process including entering free text notes	Supplier demonstrates upto thirteen of the requirements

	10. View the recorded event in the audit tail including user actions 11. View temperature probe returning to monitoring within parameters 12. View an example of temperature recordings over an elapsed period of one week 13. View the process for retrieving historic temperature recordings	
22	Public Services (Social Value) Act 2012: Describe the commitment your organisation will make to ensure that opportunities under the contract: ● Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. ● Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.	JTF Wireless supports Net Zero goals through an electric fleet, cloud-based Sematics platform, and low-waste operations. Our long-life sensors reduce e-waste, and hybrid work limits emissions. We invest in local hiring, training, and mental wellbeing, engage SMEs, and donate surplus tech to support digital inclusion—delivering measurable social and environmental value to NHS Trusts.

Question 1:
Do you have experience of delivery within NHS and UKAS accredited organisations. Please include details of the combination of skills/qualifications of your staff that will be applied to this contract. Please click on the requirement to view or upload attachments Required

Yes, JTF Wireless has extensive experience delivering monitoring systems to both NHS organisations and UKAS-accredited environments. Our ***Sematics environmental monitoring platform*** *is actively used in:*

- *13 NHS Trusts, covering*
- *30 NHS hospitals across*
- *75 departments, including Pathology, Blood Transfusion, Pharmacy, Research, and Facilities.*

- *In addition, we support 15 private hospitals operating across 48 departments, including regulated laboratories, cleanrooms, and pharmacy services.*

We also serve a wide range of UKAS and MHRA-regulated commercial clients, including pharmaceutical manufacturers, wholesalers, and logistics providers such as Scienus and MWI Animal Health. Our deployments are designed to meet or exceed compliance requirements under ISO 15189, ISO 17025, GxP, and MHRA guidelines.

Our delivery team combines a unique blend of domain-specific expertise:

- ***NHS-Experienced Implementation Consultants***
  Specialise in onboarding clinical teams and mapping the system to real-world workflows in NHS settings (Pathology, Blood Transfusion, Pharmacy, etc.).
- ***Qualified Systems Engineers***
  Experts in designing scalable solutions for complex estates, including hospitals, laboratories, distribution centres, and multi-site Trusts.
- ***UKAS-Trained Calibration Engineers***
  Deliver ISO 17025-compliant calibration both in-lab and on-site, using our UKAS-accredited procedures. Responsible for maintaining sensor accuracy and regulatory compliance.
- ***Internal Software Development Team***
  Builds and maintains the Sematics platform. This includes experienced software engineers and product managers who manage regulatory updates, security enhancements, and client-specific configurations.
- ***Dedicated Customer Support Engineers***
  Trained in NHS service delivery expectations and available for both on-site and remote support. Ensure fast response times and continuity of service.

Project Delivery Model:

Each project is supported by a cross-functional delivery team including a Project Lead, Systems Design Engineer, On-site Engineer, Account Manager, and Customer Success Manager. Our engineering and support teams collectively bring over 50 years of industry experience, ensuring both technical rigour and a strong understanding of NHS operational environments.

Question 3:

Will your system be capable of being upgraded/future-proofed as well as have the potential to expand across multiple geographical sites (via Hubs for example) with minimum disruption?

Please provide information on how your system can be expanded or upgraded to include things like changes in legislation and/or best practice., or increases in technical capability such as monitoring temperatures to -150c.

The Sematics platform is built on a "forever architecture"—a core part of our value proposition, which is developed in house by our sister company, Sematics Limited. Unlike traditional systems that require costly hardware upgrades with each software iteration, Sematics is designed to be permanently forward-compatible. We do not release new versions that force replacement or obsolescence. Instead, all updates are delivered through a continuously evolving platform that improves over time, with zero disruption to end users.

While sensor hardware may be updated or improved in future, all current and future devices will remain fully compatible with the Sematics platform. This ensures that your investment is safeguarded, and that the system remains aligned with evolving technologies, clinical needs, and regulations—without needing to replace your system.

Sematics is built in-house by JTF Wireless and its group companies, giving us full control of the software roadmap and update lifecycle. It is maintained under a formal continuous improvement plan, and clients are provided with a forward-looking roadmap of enhancements. Feature development is informed by NHS stakeholder feedback and changes in clinical guidance, ensuring the platform always reflects best practice.

From a technical perspective, Sematics is already equipped to support advanced applications, including ultra-low temperature monitoring down to –150°C, used in cryogenic storage and research environments. The platform also supports multi-parameter monitoring (e.g. door sensors, CO_2, humidity, etc.) and is capable of integrating vehicle telematics and environmental monitoring into the same interface, enabling unified oversight of static and mobile assets.

Geographically, the system is fully cloud-based and supports multi-site deployments across Trusts or regions. Whether expanding to new hospital wings or deploying a hub-and-spoke model across remote clinics and facilities, Sematics allows rapid onboarding with minimal IT burden or reconfiguration.

In summary, Sematics is a future-proof, hardware-agnostic, and integration-ready platform. Designed to grow with your Trust, it enables seamless expansion, ensures long-term regulatory compliance, and eliminates the cycle of forced upgrades—you'll never need to change system again.

Question 4:
Have you previously provided systems that meet UKAS standards?

Please provide evidence such as UKAS/ISO accreditation certificates

Yes, JTF Wireless operates a UKAS-accredited calibration laboratory certified to ISO/IEC 17025. All temperature monitoring equipment we supply can be provided with UKAS-accredited calibration or calibration traceable to UKAS, depending on client requirements. Our calibration services include full traceability, defined measurement uncertainty, and detailed compliance documentation to meet rigorous audit and regulatory standards.

We currently support over 350 sites across the UK with systems that include either UKAS-accredited or UKAS-traceable calibration certificates, including many in regulated healthcare and pharmaceutical environments. Our equipment is widely used in NHS Trusts and pathology labs, where we help clients maintain compliance with standards such as ISO 15189.

All systems are delivered fully calibrated and supplied with certificates at point of install. We also operate an annual re-calibration programme to ensure ongoing compliance and maintain the integrity of measurement throughout the lifecycle of the equipment.

Certificates and UKAS accreditation documentation can be supplied upon request.

Question 8:
Supplier must be able to provide an IT security/access statement,
(Please provide a copy)

Please refer to the attached security documentation for full compliance and governance details. The Sematics platform is underpinned by a robust information security framework developed in accordance with ISO/IEC 27001, 27017, and 27018 best practices. While we are not currently ISO-certified, our processes, policies, and governance structure are fully aligned with these standards and regularly reviewed by our Information Security Committee.

Summary of Our Security and Access Controls:

Data Hosting & Sovereignty:
All data is securely hosted within UK-based Google Cloud data centres, with no international ***transfers*** *permitted without prior written authorisation. Our cloud infrastructure benefits from the physical and logical protections implemented by Google, including redundancy, encrypted storage, and 24/7 monitoring.*

Legal & Compliance Framework:
We operate in compliance with UK GDPR, NHS Data Security & Protection Toolkit (DSPT) requirements, and adhere to ISO27001-aligned governance practices. All third-party processors are contractually bound by UK DPA-compliant Data Processing Agreements.

Access Control:
Only ***authorised UK-based personnel*** *are granted access to the Sematics platform. We enforce* ***role-based access controls (RBAC)****, implement* ***multi-factor authentication (MFA)*** *where appropriate, and conduct* ***regular access audits and reviews****.*

Security Policies and Governance:
We maintain formal internal policies including:

- ***Information Security Policy*** *(IGCTP DOC 115-1)*
- ***Data Protection and Confidentiality Policy*** *(IGCTP DOC 115-3)*
- ***Incident Management Policy*** *(IGCTP DOC 320-1)*
- ***Information Security Coordination Framework*** *(IGCTP DOC 114-3)*
- ***Software Development Lifecycle (SDLC) Policy*** *(IGCTP DOC 400-1)*

Our internal Information Security Committee, chaired by the CISO, oversees compliance, audits, security education, and risk management. All staff are trained on information security responsibilities.

Incident Response:
An NHS-aligned incident management framework is in place, compliant with ISO 27002, and aligned with NCSC guidance. This includes categorisation, escalation, and formal reporting processes for IG SIRIs and cyber incidents. Events are reported via the NHS IG Toolkit where appropriate, with a full root-cause review and mitigation strategy implemented.

Infrastructure & Change Control:
All infrastructure is managed in line with ITIL change control protocols, and all platform updates are subject to rigorous security and regression testing prior to deployment.

Question 10:
All calibrations must be performed by a UKAS/ISO 17025 accredited provider for the test location the calibrations will be performed at.

The supplier must ensure the probes in use are UKAS calibrated for the ranges they are monitoring at all times and provide a schedule of recalibration.

Please provide an example schedule of accreditation. and how any non-conformances will be recalibrated as needed.

*JTF Wireless operates a **UKAS-accredited ISO/IEC 17025 calibration laboratory**, providing traceable temperature calibrations either **in-house or on-site**, depending on client needs and logistical considerations.*

Calibration Methodology and Range Compliance
*All temperature probes are calibrated to UKAS standards for the specific range in which they operate. Calibration is performed prior to dispatch and verified against the relevant target temperature range (e.g. 2–8°C for blood storage, –20°C for freezers). For equipment already in service, our **mobile calibration unit** functions as an on-site accredited laboratory, allowing UKAS-compliant recalibration to be carried out at NHS premises with minimal disruption. Where use of the mobile unit is not practical, our engineers are fully accredited to perform on-site calibrations using portable reference equipment within your facility.*

Ongoing Compliance and Scheduling
*Calibration scheduling is proactively managed within the **Sematics platform**, which automatically tracks certificate expiry and provides alerts in advance. Clients are also contacted **three months prior to expiration** by our **Customer Success team**, who work with site leads to arrange a suitable time for recalibration.*

Example Recalibration Schedule:

- *Month 1: Pre-expiry reminder from Sematics*
- *Month 2: Customer Success team confirms preferred visit date*
- *Month 3: On-site calibration and full system health check*
- *Post-visit: Digital UKAS certificate uploaded to platform and provided to Trust contact*

Handling of Non-Conformances
Following each calibration, a detailed report is issued listing all sensor results, including any probes found to fall outside the defined accuracy thresholds (e.g. ±0.5°C for blood storage). Where probes do not conform:

- *The issue is reviewed with the Trust or department lead*
- *Probes can be re-calibrated and adjusted on-site or replaced, depending on severity and client preference*
- *All remedial calibrations are performed under the same UKAS-accredited procedures to ensure uninterrupted compliance*

All documentation, including certificates, conformity records, and corrective actions, are retained within the Sematics platform for full audit traceability and ISO 17025 and 15189 alignment.

Schedule 6

Commercial Schedule

[*To be inserted as part of the final Contract*]

Provsion of Pathology Temperature Monitoring System based on 446 UKAS cabibrated points							
Description	**Quantity**	**Price per point (£)**	**Total price per annum (YEAR 1)**	**Year 2**	**Year 3**	**+1 Year Extension**	**+1 Year Extension**
Cost per point*	446	£27.78	£12,391.66	£12,391.66	£12,391.66	£12,391.66	£12,391.66
Cost per any additional points that may need adding		£27.78					
Other							
Other							
Total Cost/ Per annum			£	£	£	£	£

***Please be aware above costs are based upon calibration costs only as requested, the costs below are our full costs for the full temperature monitoring system and not an additon to the above. The below includes hardware, calibration, installation, ongoing remote support, software, yearly health check. These costs are not to be added together.**

Implementation, Maintenance, Calibration	Frequency	Price per point (£)	Total price per annum (YEAR 1)	Year 2	Year 3	+1 Year Extension	+1 Year Extension
Implementation Costs and Implementation support costs		£50,646.81	£50,646.81	0	0	0	0
Maintenance and Support costs (including all costs relating to software updates, upgrades and enhancements and helpdesk support)	Ongoing	£17,522.35	£8,870.40	£17,522.35	£17,522.35	£17,522.35	£17,522.35
Calibration	Calibration	£12,391.66	£12,391.66	£12,391.66	£12,391.66	£12,391.66	£12,391.66
Parts, Repairs and Ad Hoc recalibration	Ad Hoc						
Replacement calibrated sensor	Ad Hoc	£272.43					
Recalibration	Ad Hoc	£55.57					
Total Cost / Per annum	£		£71,908.87	£29,914.01	£29,914.01	£29,914.01	£29,914.01

Total Cost of Contract (3 years)	£131,736.89

Potential costings when moving to an internal and external hybrid sensor model			£60,757.52	£26,494.23	£26,494.23	£26,494.23	£26,494.23

All pricing to be exclusive of VAT.

Schedule 7

Expert Determination

1 Dispute Process

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

1.2 In the case of a Dispute the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and shall follow the procedure set out in this Schedule 7.

1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:

1.3.1 the material particulars of the Dispute; and

1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.

1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").

1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").

1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.

1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at Clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in Clause 1.4.2 of this Schedule 7.

1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

1.5 If the procedure set out in Clause 1.4 of this Schedule 7 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 1.6 of this Schedule 7). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 1.6 of this Schedule 7.

1.6 Where the Dispute is referred to binding expert determination the following process will apply:

1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.

1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing)

(an "**Expert**"). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen's Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in Clause 1.6.1 of this Schedule 7 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.

1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in Clause 1.6.5 of this Schedule 7).

1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.

1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later ("**Date of Final Representations**"). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.

1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).

1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party Queen's Counsel of their choosing under this Clause 1.6.7 of this Schedule 7. The Parties will pay any such third party costs incurred pursuant to this Clause 1.6.7 of this Schedule 7 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.

1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the "**Expert's Decision**") within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.

1.6.9 The Expert's Decision shall include reasons.

1.6.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.

1.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.

1.6.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.

1.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.

1.7 Nothing in this Contract shall prevent:

1.7.1 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

1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

1.8 Subject to Clause 1.7 of this Schedule 7 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 7 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert's Decision.

1.9 This Schedule 7 shall survive the expiry of or earlier termination of this Contract for any reason.

JTF Wireless – Sematics Deployment Project Plan

1. Project Overview

This document sets out the proposed deployment approach for the installation of JTF Wireless gateways and temperature and environmental monitoring sensors across Hull Royal Infirmary (HRI) and Castle Hill Hospital (CHH).

The deployment has been planned to deliver an efficient and low-disruption rollout, structured around physical proximity of departments and the operational criticality of assets. The Sematics platform is cloud-based and will operate in parallel with the Trust's existing monitoring system during this phase.

All system configuration, user setup and training activities will be completed in advance of site works. Accordingly, this plan focuses solely on the physical installation of gateways and sensors.

2. Key Assumptions

- All network ports and power points will be live and available at the time of installation.
- The Sematics platform will be fully configured prior to commencement of site activities.
- Sensors will be deployed to operate in parallel with the Trust's existing monitoring system.
- No alarm configuration, escalation testing or user training is required during the installation week.
- Deployment sequencing reflects physical proximity in order to minimise movement and disruption.

3. Deployment Structure

The deployment will be delivered in two distinct phases, ensuring that core infrastructure is established prior to sensor installation.

1. Phase 1 – Gateway Installation
    - Establishment of full network and radio-frequency coverage across all agreed locations.
    - Completion of gateway installation prior to commencement of any sensor deployment.
2. Phase 2 – Sensor Installation
    - Structured, department-by-department rollout aligned to physical proximity.
    - Blood and Transfusion assets contained within a single dedicated deployment day.

JTF wireless monitoring

sematics

4. Deployment Schedule

4.1 Deployment Summary (Quick Reference)

Day	Activity Focus	Site	Key Areas
Monday 09.03.25	Gateway Installation	HRI & CHH	All core labs, microbiology, virology, blood bank, satellite sites
Tuesday 10.03.25	Sensors – Main Lab 1 (Non-Blood)	HRI	Research, Meshes, Haematology
Wednesday 11.03.25	Sensors – Blood & Transfusion	HRI	Transfusion Lab, Platelets, Remote BSUs
Thursday 12.03.25	Sensors – Main Lab 2 & 3	HRI	Core Labs, Bio Specials, IHC, Immunology
Friday 13.03.25	Sensors – Micro, Virology & CHH	HRI & CHH	Microbiology, Virology, CHH Pathlab & Transfusion

Staggered go live dates of each area are to be as follows:

Research and all other -80c in Viro/Haem/CellP

- JTF Go Live deadline: 17th April

Transfusion/Haem/Stores HRI & CHH path lab

- JTF Go Live deadline: 16th June (HRI)
- JTF Go Live deadline: 19th June (CHH)

Bioc/POCT/ImmO/immA/CellPath

- JTF Go Live deadline: 5th Aug

Virology

- JTF Go Live deadline: 7th Aug
- JTF Go Live deadline: 14th Aug