

DATED

1st October 2025

Supply of services agreement

Between

THE UK HEALTH SECURITY AGENCY

And

BRONDESBURY MEDICAL CENTRE

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THIS AGREEMENT is dated 1st October 2025

PARTIES

- (1) Brondesbury Medical Centre, 279 Kilburn High Rd, Kilburn, London NW6 7JQ (**Supplier**).
- (2) The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency (which expression shall include its successors in title) with offices at 5th Floor, 10 South Colonnade, London, E14 4PU (**Customer**).

BACKGROUND

- a) The Supplier is in the business of providing the Services.
- b) The Customer wishes to obtain, and the Supplier wishes to provide the Services on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Customer's Equipment: any equipment, systems, cabling, or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Customer's Manager: the Customer's manager for the Services, appointed in accordance with clause 5.1.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants, and employees in relation to the Services in any form, including computer programs, data, reports, and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Effective Date:

In-put Material: all Documents, information and materials provided by the Customer relating to the Services, including computer programs, data, reports, and specifications.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Pre-existing Materials: all documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement including computer programs, data, reports, and specifications.

Services: the services to be provided by the Supplier under this agreement as set out in Schedule 1.

Specification: the detailed plan set out in Schedule 1 hereto describing Services and setting out the agreed estimated timetable and responsibilities for the provision of the Services.

Supplier's Equipment: any equipment, including tools, systems, cabling, or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Supplier's Manager: the Supplier's manager for the Services appointed under clause 4.3.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. COMMENCEMENT AND DURATION

- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this agreement.
- 2.2 The Supplier shall provide the Services to the Customer from the Effective Date.
- 2.3 The Services supplied under this agreement shall continue to be supplied for 12-months from the effective date. On termination or expiry of this Agreement the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice for completed services, which shall be payable immediately on receipt.

- 2.4 Extension Option: The Customer shall have the option to extend the term of this Agreement for an additional period of twelve (12) months by providing written notice to the Supplier no less than thirty (30) days prior to the expiry of the initial term. Any such extension shall be on the same terms and conditions as set out in this Agreement, unless otherwise agreed in writing by the Parties.

3. SERVICES

- 3.1 The Services shall be provided to the Customer by the Supplier in accordance with Schedule 1.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services, in accordance with Schedule 1 in all material respects.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in Schedule 1, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 4.3 The Supplier shall appoint the Supplier's Manager who shall have authority contractually to bind the Supplier on all matters relating to the Services. The Supplier shall use reasonable endeavours to ensure that the same person acts as the Supplier's Manager throughout the term of this agreement but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services and appoint the Customer's Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
 - (b) provide, for the Supplier, its agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier;
 - (c) provide, in a timely manner, such In-put Material and other information as the Supplier may require, and ensure that it is accurate in all material respects;

- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
 - (e) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
- 5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

6. CHANGE CONTROL

- 6.1 The Customer's Manager and the Supplier's Manager shall meet periodically as agreed by both parties, to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
 - (a) the likely time required to implement the change;
 - (b) any necessary variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the Project Plan; and
 - (d) any other impact of the change on this agreement.
- 6.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with clause 15.

- 6.4 Notwithstanding clause 6.3, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Supplier requests a change to the scope of the Services for any other reason, the Customer shall not unreasonably withhold or delay consent to it.
- 6.5 The Supplier may charge for the time it spends assessing a request for change from the Customer on a time and materials basis in accordance with clause 7.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in Schedule 2.
- 7.2 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 7.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date:

- (a) the Customer shall pay interest on the overdue amount at the rate of ■■■ per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
- (b) the Supplier may suspend all Services until payment has been made in full.

7.4 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.4 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

7.5 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS

8.1 As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Customer. Subject to clause 8.2, the Customer licenses all such rights to the Supplier free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Supplier to deliver the Services for the Customer. If this agreement is terminated, this licence will automatically terminate.

8.2 The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

9. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

9.1 The Customer undertakes that it shall not at any time, and for a period of seven years after termination of this agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the

Supplier's business or its products which the Customer may obtain, except as permitted by clause 9.2.

- 9.2 The Customer may disclose the Supplier's confidential information:
- (a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 The Customer shall not use the Supplier's confidential information for any purpose other than to perform its obligations under this agreement.

10. LIMITATION OF LIABILITY -

- 10.1 Nothing in this agreement limits or excludes the either party's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.2 Subject to clause 10.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;

- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data, or information;
- (g) any indirect or consequential loss.

10.3 Subject to clause 10.1 and clause 10.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to [REDACTED] of the total charges paid by the Customer.

10.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

11. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than sixty (60) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the

meaning of section 268 of the Insolvency Act 1986;

- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(d) to clause 12.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.2 For the purposes of clause 12.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clauses 7, 8, 9 and 10,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake, or misunderstanding.

13. CONSEQUENCES OF TERMINATION

13.1 On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, return all of the Supplier's Equipment, Pre-existing Materials and Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (c) the following clauses shall continue in force: clause 8 (Intellectual property rights), clause 9 (Confidentiality and the Supplier's property), clause 10 (Limitation of liability), clause 13.1, clause 24 (Notices), clause 26 (Dispute resolution), and clause 27 (Governing law and jurisdiction).

13.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. FORCE MAJEURE

14.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake, or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical, or biological contamination or sonic boom;

- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion, or accident; and
- (g) interruption or failure of utility service.

14.2 Provided it has complied with clause 14.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

14.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than thirty (30) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.5 If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than six (6) weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving thirty (30) days written notice to the Affected Party.

14.6 If the Force Majeure Event prevails for a continuous period of more than two (2) months, either party may terminate this agreement by giving thirty (30) days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

15. VARIATION

Subject to clause 6, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

21. ASSIGNMENT AND OTHER DEALINGS

21.1 This agreement is personal to both parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22. NO PARTNERSHIP OR AGENCY

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. NOTICES

24.1 For the purposes of this clause, but subject to clause 24.7, notice includes any other communication.

24.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English or accompanied by an accurate translation into English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address listed in clause 24.3;
- (d) may be sent by a method listed in clause 24.5; and
- (e) unless proved otherwise is deemed received as set out in clause 24.5 if prepared and sent in accordance with this clause.

24.3 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address	Contact number
Supplier	[REDACTED] [REDACTED] (BRONDESBURY MEDICAL CENTRE)	279 Kilburn High Rd, Kilburn, London NW6 7JQ	[REDACTED]@[REDACTED]. [REDACTED]
Customer	[REDACTED] [REDACTED]	UK Health Security Agency, Colindale, NW9 5EQ	[REDACTED].[REDACTED]@[REDACTED] [REDACTED].[REDACTED]

24.4 A party may change its details given in the table in clause 24.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Business Days after deemed receipt of the notice.

24.5 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 24.6:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.

Pre-paid first-class post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Pre-paid airmail providing proof of postage.	9.00 am on the fifth Business Day after posting.
Email	At the time of transmission.

24.6 For the purpose of clause 24.5 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

24.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. COUNTERPARTS

25.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

26.1 If a dispute arises out of or in connection with this agreement or the performance, validity, or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Supplier and the Customer shall attempt in good faith to resolve the Dispute;
- (b) if the Supplier and the Customer are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice,

the Dispute shall be referred to Dr Frances Baawuah and Dr Gayatri Amirthalingam who shall attempt in good faith to resolve it;

- (c) if Dr Frances Baawuah and Dr Gayatri Amirthalingam for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the dispute will be referred to UKHSA Commercial to attempt to resolve; and
- (d) if UKHSA Commercial and Brondesbury Medical Service for any reason are unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

26.2 No party may commence any court proceedings in relation to the whole or part of the Dispute until sixty (60) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

26.3 If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) days, or the mediation terminates before the expiration of the said period of thirty (30) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 28 in this Agreement.

27. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1: Services to be provided by the Supplier

- Identifying eligible patients for the audit via GP Federation;
- IT set up to allow for searches;
- Administration of contacting patients;
- Coordination of taking bloods from up to six hundred (600) participants up to a total of eight (8), prescheduled times over a 12-month period; and
- Organising recall team and phlebotomists at vaccine hubs.

Schedule 2: Pricing

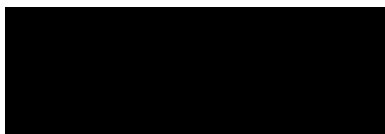
Cost for set up and delivery across up to three (3) vaccine hubs, and up to ten (10) GP surgeries within Haverstock federation, based on 8-9 blood collections from up to six hundred (600) trial participants over 12-months.

		Total Costs (£)
Direct costs	Senior Clinical coordinator/Lead	£ [REDACTED]
	Nurses/phlebotomists	£ [REDACTED]
	Research Practitioner	£ [REDACTED]
	Clinical trial coordinator	£ [REDACTED]
	Admin support/recalls	£ [REDACTED]
	Home visits	£ [REDACTED]
	Contingency	£ [REDACTED]
Total Costs (£)		£30,000.00

Supplier will charge for any consumables and couriers as used.

Invoices will be submitted to UKHSA for payment after each visit has been completed.

Signed for and on behalf of the **Brondesbury Medical Centre**



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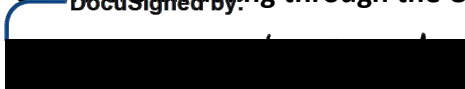
Full Name:



Job Title/Role: GP Partner

Date Signed: 09/10/2025

Signed for and on behalf of the **Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency**



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Full Name:



Job Title/Role: Commercial Lead

Date Signed: 9th October 2025