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NHS FRAMEWORK AGREEMENT FOR THE SUPPLY OF Anatomical Pathology Automation (GOODS AND THE PROVISION OF SERVICES)

The Authority	**MID AND SOUTH ESSEX NHS FOUNDATION TRUST OF BASILDON HOSPITAL, NETHERMAYNE, BASILDON SS16 5NL**
The Supplier	***Axlab Ltd,*** with company number 14471643, whose registered office is at 112c High Street, Hadleigh, Ipswich, Suffolk, IP7 5EL.
Date	**06/11/2025**
Type of Goods/Services	The provision of Anatomical Pathology Laboratory Automation Equipment to enhance efficiency, traceability, and quality in pathology laboratories. The scope includes standalone systems and integrated solutions for tissue block facing, slide preparation, embedding, block storage, and transportation.
Supplier's Lot(s)	***Lot 1: Automated Tissue Embedding Systems –*** *Provision of a system that is able to automate the process of embedding tissue specimens in paraffin to create tissue blocks and all associated services.* ***Lot 2: Tissue Block Facing Systems –*** *Provision of a system that is able to provide automated facing of formalin-fixed paraffin-embedded (FFPE) tissue blocks and all associated services.* ***Lot 3: Automated Slide Preparation Systems –*** *Provision of a system that is able to automate the process of sectioning paraffin blocks and mounting tissue sections onto glass slides and all associated services.* ***Lot 4: Storage and Archiving Systems (for both blocks and slides) –*** *Provision of a system that is able to provide organised storage and retrieval of histological specimens, including both FFPE tissue blocks and microscope slides and all associated services.* ***Lot 5: Block Transportation Systems –*** *Provision of a system that is able to automate the transport of FFPE blocks between laboratory workstations including embedding, microtomy, and storage areas and all associated services.* ***Lot 6: Aggregated Lot*** *- Aggregation of Lot option (1-5) is designed to accommodate suppliers who can offer more than*

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	one lot service provision, combining them under a single agreement. This approach ensures that the Participating Authorities have access to a variety of services either from a single supplier or a cooperative of suppliers, enhancing the convenience and adapting a solution to their needs.

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HealthTrust Europe Recitals

1 Background to HealthTrust Europe

1.1 On 06 August 2021 Mid and South Essex NHS Foundation Trust ("**Authority/MSE**") published a contract notice 2021/S 000-019414 on the UK e-notification service seeking expressions of interest from potential providers for the provision of procurement partner services ("**Procurement Services**") to MSE and other Contracting Authorities (together, the "**Customers**") pursuant to a Framework (the "**MSE Framework**").

1.2 As a result of its successful tender, HealthTrust Europe LLP ("**HealthTrust Europe/ HTE**") was selected by MSE to provide the Procurement Services and entered into the MSE Framework to provide such Procurement Services to the Customers on a call-off basis. Pursuant to such MSE Framework, HealthTrust Europe procures, manages and facilitates frameworks on behalf of the Customers and also provides Logistics and various procurement consultancy services to the Customers.

2 Background to the Framework

2.1 HealthTrust Europe placed a tender notice reference 2025-046418 on 06/08/2025 in the Central Digital Platform ("**CDP**") seeking expressions of interest for the provision of the Goods and Services ("**CDP Notice**").

2.2 The Supplier submitted an expression of interest in response to the CDP Notice.

2.3 HealthTrust Europe invited potential Suppliers to tender for the provision of the Goods and Services on 06/08/2025.

2.4 The Supplier submitted a tender on 03/09/2025.

2.5 On the basis of the Supplier's tender, and on behalf of the Authority, HealthTrust Europe selected the Supplier to enter into a Framework to provide the Goods and Services to Customers on a call-off basis in accordance with this Framework in respect of the Supplier's Lots (as defined above).

2.6 This Framework sets out the award and Ordering Procedure for the provision of Goods and Services which may be required by Customers, the main terms and conditions for any call-off contract which Customers may conclude, and the obligations of the Supplier during and after the term of the Framework.

2.7 It is the intention of the Parties that, there will be no obligation for any Customer to award any orders under this Framework during its Term and the Supplier shall be appointed to the Framework on a non-exclusive basis.

3 Logistics and direct delivery - Not used

4 Definitions

4.1 The following defined terms are used within this Framework, such terms differing from those used within the Call-Off Contract:

4.1.1 Mid and South Essex NHS Foundation Trust and/or HTE shall be referred to as the "**Authority**"; and

4.1.2 the Customers shall be referred to as "**Participating Authorities**".

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5 Goods and Services

5.1 The scope of this Framework shall include Goods and Services by the Supplier. Consequently, the Framework shall be interpreted as follows:

5.1.1 "**Goods/Services/Works**" shall mean the goods set out in the Order Form;

5.1.2 "**Product Information**" shall mean the "Product Information and/or Services Information" and ;

5.2 Furthermore, where necessary the relevant extracts from the NHS Terms and Conditions for the Supply of Goods and Provision of Services (February 2025) have been included within the Framework and any related call-off contract.

NOW IT IS AGREED as follows:

This Framework Agreement is made on the date set out above subject to the terms set out in the schedules and appendix listed above ("**Schedules/Contents**"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Framework Agreement. This Framework Agreement has not been awarded under an open framework in accordance with section 49 of the Procurement Act 2023.

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

Signed by the authorised representative of THE AUTHORITY

Name:	Dawn Scrafield	Signature:	Signed by: Dawn Scrafield D54356D4152C48A...
Position:	Chief Finance Officer		21 November 2025

Signed by the authorised representative of THE SUPPLIER

Name:	Matt Anderton	Signature	DocuSigned by: Matt Anderton E645C1964C6A490...
Position:	Business Director		06 November 2025

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Schedule 1

Key Provisions

1 Standard Key Provisions

Application of the Key Provisions

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

1.2 The optional Key Provisions at Clauses 13 to 17 of this Schedule 1 shall only apply to this Framework Agreement where they have been checked and information completed as applicable.

1.3 Extra Key Provisions shall only apply to this Framework Agreement where such provisions are set out at the end of this Schedule 1.

2 Term

2.1 The Term of this Framework Agreement shall be **2** years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Framework Agreement shall be no longer than **4** years in total**.**

3 Contract Managers

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

3.1.1 for the Authority:

Connor Smith – Sourcing Manager

3.1.2 for the Supplier:

Matt Anderton – Business Director

4 Names and addresses for notices

4.1.1 Notices served under this Framework Agreement are to be delivered to:

for the Authority:

Legal Department

HealthTrust Europe LLP

19 George Road, Edgbaston

Birmingham

B15 1NU

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4.1.2 A copy of the notice(s) shall also be sent to the following email addresses: legal.notices@htepg.com

4.2 for the Supplier: **Axlab Ltd, 112c High Street, Hadleigh, Ipswich, IP7 5EL, UK;**

4.3 Management levels for escalation and dispute resolution

4.1 The management levels at which a Dispute will be dealt with are as follows:

Level	**Authority representative**	**Supplier representative**
1	**Contract Manager**	***Contract Manager***
2	**Director**	**Director**
3	**Chief Executive**	**Chief Executive**

5 Order of precedence

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

5.1.1 the provisions on the front page of this HealthTrust Europe NHS Framework Agreement for the Supply of Goods and the Provision of Services;

5.1.2 Schedule 1: Key Provisions;

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

5.1.4 Schedule 2: General Terms and Conditions;

5.1.5 Schedule 6: Commercial Schedule;

5.1.6 Schedule 3: Information Governance Provisions;

5.1.7 Schedule 4: Definitions and Interpretations;

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

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

5.2 For the avoidance of doubt, the 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.

6 Participating Authorities

6.1 The following Contracting Authorities are entitled to place Orders:

6.1.1 Contracting Authorities entitled to place Orders are set out in the downloadable spreadsheet found in the following weblink:

Public sector classification guide and forward work plan - Office for National Statistics

6.1.2 Any private entity active in the UK healthcare sector, including HCA International Limited, a company registered in England and Wales under registration number 03020522 and whose registered address is at 2 Cavendish Square, London, England, W1G 0PU, pursuant to the Terms set out in Appendix B.

6.2 For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Orders and shall be deemed Participating Authorities for the purposes of this Framework Agreement.

7 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

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7.1 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.

7.2 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.

7.3 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.

7.4 The 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 Framework Agreement, 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.

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Social value in the delivery of the contract

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7.5 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**").

7.6 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 Framework Agreement and any Contracts.

7.7 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 Framework Agreement, if the Supplier fails to comply with Clauses 5 and 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.

HealthTrust Europe Key Provisions

HealthTrust Europe LLP

8 HealthTrust Europe LLP acts as principal in respect of the following provisions:

8.1 Notwithstanding anything to the contrary herein, the Parties acknowledge HealthTrust Europe was selected by the Authority to provide procurement services and entered into the MSE Framework to provide such procurement services to the Customers and that pursuant to the MSE Framework, HealthTrust Europe procures, manages and facilitates agreements on behalf of the Customers including this Framework and that the Authority appoints HealthTrust Europe LLP to carry out the Ancillary Activities with the intention of easing the Authority's 's contract management burden and to enhance the quality of the Provider's Services and to achieve efficient business process and administrative efficiencies.

8.2 Accordingly, references in this Framework to the Authority will be interpreted to mean to HealthTrust Europe where the context duly requires. If the Supplier is in any doubt regarding such interpretation, it shall be the responsibility of the Supplier to seek confirmation from HealthTrust Europe whereby such confirmation will be given by HealthTrust Europe without unreasonable delay.

9 ABI Management Charge

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9.1 In consideration of the award of this Framework and the management and administration by the Authority of the overall contractual structure and associated documentation, the Supplier shall pay to the Authority an activity based income management charge ("**ABI Management Charge**"). Each payment shall be made to a nominated bank account of the Authority as the Authority shall notify to the Supplier from time to time. The Supplier shall not be entitled to exercise any right of set-off in relation the ABI Management Charge.

9.2 The ABI Management Charge applicable shall be 3% of the Contract Price payable by Participating Authorities excluding VAT in respect of any and all invoices provided by the Supplier to Participating Authorities in accordance with Clause 9 of Schedule 2.

9.3 Within thirty (30) days of the Commencement Date, and thereafter on a monthly basis, the Authority shall invoice the Supplier in respect of any and all invoices issued to Participating Authorities for the ABI Management Charge for the previous month in arrears, plus VAT.

9.4 Within thirty (30) days of receipt by the Supplier of the invoice issued in accordance with Clause 10.3, the Supplier shall pay the Authority the Anticipated ABI Management Charge plus VAT, as detailed in such invoice without exercising any right of set-off whatsoever or howsoever arising. Payment shall be made in the currency in which the Goods were provided or the Services were performed.

9.5 On a quarterly basis (a "**Quarter**" for the purposes of this Clause 10 shall mean a continuous period of three (3) calendar months in each calendar year beginning on 1st January, 1st April, 1st July and 1st October), the Supplier will issue a consolidated statement to the Authority to confirm the value of all invoices issued to the Participating Authorities during the preceding Quarter ("**ABI Reconciliation Statement**"). The statement will clearly show:

9.5.1 details of all invoices issued to the Participating Authorities during the preceding Quarter;

9.5.2 details of all credit notes issued to the Participating Authorities during the preceding Quarter;

9.5.3 the applicable percentage ABI Management Charge;

9.5.4 the aggregate amount of the ABI Management Charge which arises in respect of such invoices (less credit notes) ("**Actual ABI Management Charge**");

9.5.5 the VAT chargeable on the ABI Management Charge;

9.5.6 the aggregate amount of the ABI Management Charges paid to the Participating Authorities during the preceding quarter; and

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9.5.7 the balance owing by or due to the Supplier ("**Reconciled ABI Balance**").

9.6 All amounts shall be specified in the currency in which the Services were performed.

9.7 Subject to Clause 10.13, within ten (10) Business Days of receipt by the Authority of the ABI Reconciliation Statement, the Authority shall either:

9.7.1 issue an invoice to the Supplier for a sum equal to the amount by which the Actual ABI Management Charge exceeds the aggregate ABI Management Charges paid by the Supplier to the Authority in respect of the preceding Quarter ("**Reconciled Invoice**"); or

9.7.2 issue a credit notice to the Supplier for a sum equal to the amount by which the aggregate ABI Management Charges paid by the Supplier to the Authority in respect of the preceding Quarter exceeds the Actual ABI Management Charge ("**Reconciled Credit Note**").

9.8 Within thirty (30) days of the Authority issuing a Reconciled Invoice or a Reconciled Credit Note (as the case may be) either:

9.8.1 in the case of a Reconciled Invoice, the Supplier shall pay the Reconciled ABI Balance due to the Authority as detailed on such invoice; or

9.8.2 in the case of a Reconciled Credit Note, the Authority shall set-off any Reconciled ABI Balance due to the Supplier against the sum owing by the Supplier pursuant to the next invoice issued in respect of the ABI Management Charge in accordance with Clause 10.4.

9.9 In the event that a Participating Authority does not pay the invoice referred to in Clause 10.3, either in whole or in part, Clause 10.10 shall continue to apply.

9.10 The ABI Management Charge shall apply to the full charges specified in each and every Call Off Contract and the Supplier agrees and acknowledges that the Authority and/or the Participating Authorities may in addition to any other remedy they may have treat any failure to pay the ABI Management Charge as a fundamental breach of this Framework and/or the Call Off Contract.

9.11 Interest shall be payable on any late payments of the ABI Management Charge and any Reconciled ABI Balance under this Framework in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.12 A compensation fee shall be payable by the Supplier to the Authority in accordance with the Late Payment of Commercial Debts Regulations 2002, in the event collection of the ABI Management Charge, and any Reconciled ABI Balance requires administrative effort, such as letters, emails and telephone calls due to the Supplier's failure and/or neglect to make payments within the agreed 30 day credit period stated at Clauses 10.4 and 10.8.

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9.13 The Authority reserves the right to visit the Supplier's premises in any Quarter to carry out audits of invoices issued to the Participating Authorities. The Authority will provide one (1) week's written notice of the audit to the Supplier.

9.14 Neither the Authority nor the Participating Authorities will incur any costs whatsoever or howsoever occurring in relation to the Supplier's compliance with Clauses 10 or 11 of this Schedule 1, including but not limited to bank charges.

9.15 In the event of any dispute relating to the amount of any Reconciled ABI Balance owing by or due to the Supplier, the following provisions shall apply:

9.15.1 If following the conduct of an audit by the Authority of the Supplier pursuant to Clause 10.13 above or if in the reasonable opinion of the Authority, the Reconciled ABI Balance as detailed in the ABI Reconciliation Statement is incorrect and/or the Supplier has failed to pay the Authority the correct ABI Reconciled Balance(s), the Authority shall provide a written notice to the Supplier detailing:

(i) the discrepancies between the amount of the Reconciled ABI Balance identified in the Reconciled ABI Statement and/or paid by the Supplier and such sums calculated by the Authority as being due and payable by the Supplier, together with the Authority's calculations and supporting evidence; and

(ii) the reasonable time period by which any Reconciled ABI Balance due to the Authority, if any, shall be paid by the Supplier to the Authority (the "**ABI Reconciliation Notice**").

9.15.2 Upon receipt of the ABI Reconciliation Notice the Supplier shall have ten (10) Business Days from receipt by it of the ABI Reconciliation Notice to respond in writing to the ABI Reconciliation Notice and the Supplier shall confirm and detail its reasons for the miscalculation or underpayment, together with supporting calculations. If the Supplier has not responded to the ABI Reconciliation Notice within the requirements of this Clause 10, it shall be deemed to have accepted the ABI Reconciliation Notice and shall pay (if applicable) the Authority any additional ABI Management Charge within the time periods stated in the ABI Reconciliation Notice.

9.15.3 If the Parties are unable to agree any amount of the ABI Management Charge payable by the Supplier to the Authority, the dispute shall be resolved in accordance with Clause 22 (Dispute Resolution) of Schedule 2.

9.16 The Supplier acknowledges and agrees that the Authority may at any time during the Term and upon two (2) months' written notice to the Supplier, introduce an electronic system to monitor and collect the ABI Management Charge upon receipt of the written notice the Supplier shall use all reasonable endeavors to implement such system.

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9.17 The Authority reserves the right to revert to a manual system to monitor and collect the ABI Management Charge, upon two (2) months' written notice to the Supplier.

10 Management Information

10.1 In addition to the rights of the Authority set out in Clause 8 of Schedule 2, within a maximum time period of two (2) weeks from the last day of every month, the Supplier shall submit the following information ("**Management Information**") to the Authority throughout the Term in respect of all Goods and Services supplied to the Participating Authorities pursuant to this Framework during the preceding month:

10.1.1 Participating Authority Name / Participating Authority Code

10.1.2 the Authority's Contract Reference

10.1.3 Invoice Number

10.1.4 Invoice Date

10.1.5 Part Number

10.1.6 Description

10.1.7 Unit Price

10.1.8 Unit of Measure

10.1.9 Quantity Supplied

10.1.10 Total Net Value

10.1.11 Total VAT

10.1.12 Total Gross Value

10.1.13 Any other similar information at the reasonable request of the Authority

10.2 The Authority may share the Management Information supplied by the Supplier with any Participating Authority or with any of the Authority's parent and/or subsidiary undertakings as it may deem necessary.

10.3 The Authority may make changes to the 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.

10.4 The Supplier shall submit the Management Information via the Authority's Supplier Portal which can be found at: http://www.healthtrusteurope.com/suppliers along with additional information and guidance regarding submission.

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10.5 Should the Supplier Portal be unavailable to the Supplier, the Supplier shall submit the Management Information to: supplier.info@healthtrusteurope.com in Comma Separated Values ("**CSV**") format.

10.6 If the Supplier fails to provide the Management Information within fourteen (14) days of the date specified in this Clause 11, the Supplier shall pay the Authority on demand £250 for each month of delay as liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of the Authority's loss.

10.7 For the avoidance of doubt, the Authority may request that the Supplier provides Management Information in respect of each of the Participating Authority's units or sites in accordance with identification numbers notified by the Authority from time to time.

11 Notification of Participating Authorities

11.1 The Authority will provide notice to the Supplier of the Participating Authorities that are eligible to purchase Goods and Services from the Supplier under the Framework by way of listing all eligible Participating Authorities on the HealthTrust Europe Supplier Portal. Should the Participating Authority cease to be eligible to purchase Goods and Services the Authority shall update the HealthTrust Europe Supplier Portal as soon as reasonably possible. It shall be the Supplier's responsibility to check the HealthTrust Europe Supplier Portal to ensure it is aware of which Participating Authorities are eligible to purchase Goods and Services from the Supplier under the Framework. The Supplier shall not and if necessary shall cease to supply the benefit of the contract prices for the Goods and Services under the terms of the Framework (or any special discounts in relation to such supply which applied solely by reason of the operation of the Framework) to Participating Authorities not listed on the HealthTrust Europe Supplier Portal and if necessary shall cease to accept Orders from any Participating Authorities removed from the list on the HealthTrust Europe Supplier Portal.

11.2 The Supplier will register for access to the HealthTrust Europe Supplier Portal by using a link provided by the Authority to the Supplier: http://go.healthtrusteurope.com/hub and the Supplier shall provide a nominated email address for all communications regarding the Supplier Portal. The Supplier's default nominated email address for the purposes of this Clause is: matt.anderton@axlab.co.uk. The Supplier will regularly monitor and maintain this email account with regards to updates from the Authority regarding the HealthTrust Europe Supplier Portal. If the Supplier proposes to stop monitoring or delete this email account, it will notify the Authority with an alternative email address before doing so.

11.3 the Supplier has any concerns regarding which Participating Authorities are eligible to purchase Goods and/or Services from the Supplier under the Framework, it will contract the Authority immediately and the Parties will work without delay to address the Supplier's concerns.

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11.4 The Parties acknowledge that in exceptional circumstances (for example, where there has not been time for a Participating Authority to sign a Customer Access Agreement or where there has been an administrative oversight and a Customer Access Agreement has not been signed) a new Participating Authority may place Orders with the Supplier prior to the Participating Authority's name being added to the list of eligible Participating Authorities. The Supplier agrees it will make reasonable enquiries of all new Participating Authorities it reasonably believes might be placing Orders under the Framework and, upon confirmation from a new Participating Authority that it has placed an Order under the Framework, the Supplier will immediately inform the Authority of the name of the Participating Authority and provide details of the Orders placed.

Optional Key Provisions

12 Quality Assurance ☐ (only applicable to the Framework Agreement if this box is checked and the standards are listed)

12.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply and/or installation of the Goods and/or provision of the Services:

12.2 **Not Used.**

13 Different levels and/or types of insurance to levels and types of insurance set out at Clause 14.1 of Schedule 2 of this Framework Agreement ☒ (only applicable to the Framework Agreement 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 insurance	**£5,000,000**
Public liability insurance	**£5,000,000**
Product liability	**£5,000,000**

14 Guarantee ☒ (only applicable to the Framework Agreement if this box is checked)

14.1 Promptly following the execution of this Framework Agreement, 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 Framework Agreement.

15 Electronic Data Interchange (FOR GOODS ONLY) ☐ (only applicable to the Framework if this box is checked)

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15.1 In accordance with Clause 10.3 of Schedule2, , the Supplier shall comply with and support the NHS e-Procurement Strategy in all material respects applicable to the delivery of its obligations under this Framework, which shall include automated machine-to-machine purchase order and invoice transactions between the Participating Authority and the Supplier. This will be achieved by transacting with the Participating Authority via the HealthTrust Electronic Data Interchange Network, or an equivalent Supplier system which, as a minimum, has the ability to:

15.1.1 accept electronic purchase orders;

15.1.2 deliver electronic purchase order acknowledgements;

15.1.3 deliver electronic advance shipping notices;

15.1.4 deliver electronic invoices and credit notes;

15.1.5 support consolidated electronic orders; and

15.1.6 support consolidated electronic invoices.

15.2 The Supplier is encouraged to connect its system directly to the HealthTrust Electronic Data Interchange Network to facilitate the seamless transfer of data and to enable machine-to-machine purchase order and invoice transactions with the Participating Authority. In the event that the Supplier incurs a charge to integrate its system with the HealthTrust Electronic Data Interchange Network, such charges (inclusive of any VAT) shall be absorbed by the Supplier and shall not be passed down to either the Authority or the Participating Authority. For the avoidance of doubt, following connection to the HealthTrust Electronic Data Interchange Network the Supplier will not incur further charges/ costs for any of the automated machine-to-machine purchase order and invoice transactions set out Clauses 16.1.1 to 16.1.6 above.

15.3 If the Supplier cannot demonstrate that its existing system is able to connect via the HealthTrust Electronic Data Interchange Network to achieve the standards of automated ordering and invoicing set out at Clauses 16.1.1 to 16.1.6 above and if the Supplier elects not to connect to the HealthTrust Electronic Data Interchange Network, it shall, to the reasonable satisfaction of the Authority, demonstrate that it is taking active steps to implement a network/system which enables it to comply in all material respects with the NHS e-Procurement Strategy and in particular the electronic transacting standards set out at Clauses 16.1.1 to 16.1.6 above.

15.4 In the event that the Supplier's existing system does not support machine-to-machine purchase order and invoice transactions, and whilst the Supplier is in the process of implementing a system as set out at Clause 16.3 above, the Supplier shall in the interim use the HealthTrust Europe Supplier Portal directly to enable it to comply with the NHS e-Procurement Strategy and in particular the standards set out at Clauses 16.1.1 to 16.1.6 above.

16 Enriched Catalogue Content (FOR GOODS ONLY) ☐ (only applicable to the Framework if this box is checked)

16.1 The Authority has historically maintained a catalogue of the Supplier's Goods which details the Supplier's product codes, product description, unit of measure and unit

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price per product. This catalogue now supports more detailed Attribute Data about the Goods and the Authority intends to maintain this comprehensive electronic catalogue solution (the "**HealthTrust Europe e-Catalogue**") in accordance with the NHS e-Procurement Strategy. To enable the Authority to develop and maintain the HealthTrust Europe e-Catalogue, the Supplier shall, with effect from the Commencement Date and at such further intervals as the Authority may determine, provide the Authority with the following enriched content in relation to the Goods to be supplied under this Framework:

16.1.1 GS1 GTIN Codes for all Goods;

16.1.2 Images and other graphical representations of the Goods. Any Images provided must be on a white background, saved in a .PGN format and the quality must be at least 300x300 pixels per square inch;

16.1.3 Any other available media assets relating to the Goods;

16.1.4 All classification codes maintained by the Supplier against the Goods;

16.1.5 A long product description (no greater than 255 characters);

16.1.6 A short product description (no greater than 128 characters); and

16.1.7 Other Attribute Data.

16.2 In relation to any images or Works provided to the Authority pursuant to Clause 17.1.2 for use in the HealthTrust Europe e-Catalogue, the Supplier shall permit the Authority to reproduce such Images or Works as the Authority sees fit, provided that the Authority uses the images or Works solely for description purposes within the HealthTrust Europe e-Catalogue.

Extra Key Provisions

17 Performance of the Contract

17.1 The Supplier shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services and Supply of Goods to the Contract Standard.

17.2 To the extent that the Specification and Tender Response Document include the Turnaround Times, format and method of delivery of the Services and Deliverables and/or the applicable performance measures, performance due-by dates, minimum performance levels and methods of performance measurement in respect of the Services, the Supplier will abide by the same.

17.3 Time shall be of the essence with regard to the obligations of the Supplier under the Contract.

17.4 The Authority and the Supplier will co-operate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Customer to derive the full benefit of the Contract. At all times in the performance of the Services, the Supplier will co-operate fully with any other suppliers appointed by the Customer in connection with other services and goods.

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17.5 In addition to any more specific obligations imposed by the terms of the Contract, it shall be the duty of the Supplier to notify the Authority's Contract Manager of all significant changes to staffing, rates of pay or conditions of employment, or hours of work or other technological changes at least one month prior to the implementation of any such revised arrangements, to the extent that such changes relate to the Services.

17.6 The Supplier shall provide information in a format, medium and at times specified by the Authority, related to the performance of the Services as may be reasonably required.

18 Change Management

18.1 Any changes to the Framework shall be agreed in writing between the parties, any change to the call-off terms will be made in accordance with Call-off Schedule 10.

19 Termination Provisions in accordance with Section 78 of the Procurement Act 2023

19.1 In addition to the rights of the Authority set out in Clause 15.5 of Schedule 2 to this Framework the Authority may terminate this Framework forthwith by notice if:

19.1.1 in the reasonable opinion of the Authority; the Framework has been subject to a substantial modification which would have required a new procurement procedure.

19.1.2 the Supplier has, since the award of the Framework become an excluded supplier or an excludable supplier (including by reference to an associated person); or

19.1.3 supplier (other than an associated person) to which the Supplier is sub-contracting the performance of all or part of the public contract is an excluded or excludable supplier.

20 Data Protection

20.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation in respect of Personal Data processed in connection with this Framework. This Clause 21.1 Is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

20.2 With respect to the parties' rights and obligations under this Framework, the parties acknowledge each party is a Data Controller in respect of any Personal Data it processes in connection with this Framework.

20.3 In respect of any Personal Data that it processes in connection with this Framework, each party shall:

20.3.1 process the Personal Data in compliance with the Data Protection Legislation;

20.3.2 ensure that any personnel with access to Personal Data are subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;

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20.3.3 take all reasonable steps to ensure the reliability and integrity of any third party who has access to the Personal Data;

20.3.4 not disclose or transfer Personal Data outside of the UK;

20.3.5 ensure that once Personal Data is no longer required and relevant retention periods have expired, the Personal Data is securely and permanently deleted in accordance with that party's retention and disposal policies or returned to the originating party as appropriate;

20.3.6 provide clear and sufficient information to the Data Subjects, in respect of the Personal Data, as is required by the Data Protection Legislation;

20.3.7 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

20.3.8 promptly (and without undue delay) notify the other party in writing of any Personal Data Breach or breach of the Data Protection Legislation of which it becomes aware to the extent that such Personal Data Breach or breach of the Data Protection Legislation is likely to affect the other party.

20.4 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of Personal Data under this agreement against one or more of the parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

20.5 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

20.6 Each party shall indemnify the other and hold each other harmless from any cost, charge, damages, expense or loss which it causes the other as a result of its breach of any of the provisions of this Clause, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

20.7 The provisions of this Clause shall apply during the continuance of this Framework and indefinitely after its expiry or termination.

20.8 Notwithstanding the foregoing, in its relations with the Authority and the Customers, Supplier is also required to process the personal data of the Authority's and the Customers' employees, managers, subcontractors, agents and/or service providers, on its own behalf and in its capacity as controller.

21 Framework Key Performance Indicators

21.1 Key Performance Indicators (KPIs) and Targets are designed to provide a mechanism by which the Authority can understand and measure the level of performance of the Supplier under the Framework to ensure the Supplier is meeting the Contract

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Standard.

21.2 The Supplier and Authority agree that the level of service required and KPIs under the Framework is to ensure consistency in service delivery and quality. The Supplier acknowledges that the information collated following an assessment of compliance of these KPIs listed below may be used by the Authority for marketing purpose of the Framework or as deemed necessary in the reasonable opinion of the Authority.

21.3 Any performance or non-compliance issues will be managed by the Authority with the Supplier. The Parties agree that the Authority shall reserve its right to modify or amend these KPIs listed below during the Term of this Framework, where in the reasonable opinion of the Authority, such modification shall assist in monitoring continuous improvement and proper governance of managing the Framework. It is acknowledged that such modifications shall not alter the overall nature of the Framework and such modifications of this nature shall be in compliance with Section 74 of the Procurement Act 2023.

21.4 The Supplier shall ensure that systems and processes are in place to monitor its performance, remedy any non- compliance promptly and shall report progress to the Authority within agreed timelines. KPIs will be monitored for each contract year from the commencement of the Framework and shall be discussed at review meetings set by the Authority.

KPI	**Target**
Management Information (MI) Submit MI to the Authority by the 15th of each month for each and every invoice raised to Customer for the preceding month	100% compliance per month
Invoicing Authority invoices (ABI) paid on time	100% compliance per month
Customer Satisfaction* Goods and/or Services to be provided under Call Off Contracts to the satisfaction of Participating Authorities	No more than two customer complaints per annum
Corporate Social Responsibility ** **I**mprovement regarding: • Net Zero	Supplier to demonstrate improvement in relation to at least one of the following:

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• Sustainability • Social Value • Number of apprentices employed who are directly working via this Framework.	• Net Zero • Sustainability • Social Value • Number of apprentices employed who are directly working via this Framework.
Call-Off Contracts Supplier to ensure call-off Contracts are executed promptly following receipt of an order and in any event within 5 (five) Business Days of receiving the order.	100% of all orders supported by a signed call off contract within 5 days of receipt of order.
Data Protection Impact Assessments (DPIAs) Supplier to ensure that where required and applicable, in accordance with the GDPR, (including if there is processing of Personal Data by a Sub-Contractor) that (i) a DPIA has been completed to ensure the Supplier and where applicable the Sub-Contractor has appropriate security, technical and organisational measures to address the risk and ensure protection of personal data to demonstrate compliance with Data Protection Legislation; (ii) adequate information has been provided to a Customer or relevant party authorised by the Customer, to complete a DPIA to ensure appropriate measures are in place to be compliant with the Data Protection Legislation; (iii) A Data Protection Protocol has been completed.	Supplier to provide documentation to confirm these requirements have been met and/or permit the Authority, should the Authority request so, to carry out audit, on reasonable notice, to ascertain this.

* Authority reserves the right to introduce a tool to track and score Participating Member satisfaction.

** Authority reserves the right to introduce a tool to track and score Suppliers' CSR which may be used to monitor continuous improvement and be shared with Participating Members/prospective Customers.

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Schedule 2

General Terms and Conditions

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1 **Supplier's appointment**

1.1 The Authority appoints the Supplier as a potential supplier of the Goods and Works and the Supplier shall be eligible to be considered for the award of Orders during the Term.

1.2 In consideration of the Authority agreeing to appoint the Supplier to this Framework Agreement in accordance with Clause 1.1 of this Schedule 2 and the mutual exchange of promises and obligations under this Framework Agreement, the Supplier undertakes to supply the Goods and Works and to provide the Services under Orders placed with the Supplier:

1.2.1 of the exact quality, type and as otherwise specified in the Specification and Tender Response Document;

1.2.2 at the Contract Price calculated in accordance with the Commercial Schedule; and

1.2.3 in such quantities and to such extent and at such times and at such locations as may be specified in an Order.

1.3 The Supplier agrees that the Appendix A and/or Appendix B Call-off Terms and Conditions for the Supply of Goods and Works shall apply to all Goods and Services provided by the Supplier to a Participating Authority pursuant to this Framework Agreement. The Supplier agrees that it will not in its dealings with a Participating Authority seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Contract.

1.4 The Supplier shall comply fully with its obligations set out in this Framework Agreement, the Specification and Tender Response Document, Appendix A and/or Appendix B Call-off Terms and Conditions for the Supply of Goods and the Provision of Services and any other provisions of Contracts entered into under and in accordance with this Framework Agreement (to include, without limitation, the KPIs and all obligations in relation to the quality, performance characteristics, supply, delivery and installation and training in relation to use of the Goods).

1.5 If there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Supplier or any regulatory or other body in relation to the Goods or the Services, the Supplier shall promptly provide the Authority with a copy of any such reports, notices, alerts or other communications.

1.6 Upon receipt of any such reports, notices, alerts or other communications pursuant to Clause 1.5 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.

1.7 In complying with its obligations under this Framework Agreement, 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.

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2 **Authority commitments**

2.1 Unless otherwise set out in the Commercial Schedule, the Supplier acknowledges that:

2.1.1 there is no obligation on the Authority or on any other Participating Authority to purchase any Goods and Works from the Supplier during the Term;

2.1.2 no undertaking or any form of statement, promise, representation or obligation has been made by the Authority and/or any other Participating Authority in respect of the total quantities or volumes or value of the Goods and Works to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation;

2.1.3 in entering this Framework Agreement, no form of exclusivity has been granted by the Authority and/or other Participating Authority; and

2.1.4 the Authority and/or other Participating Authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods or services which are the same as or similar to the Goods and Works.

3 **Ordering procedure**

3.1 Any Participating Authority may enter into Contracts by placing an Order in accordance with the Ordering Procedure.

4 **Reasonable assistance**

4.1 Upon the written request of any Participating Authority, the Supplier shall provide such Participating Authority with any reasonable and proportionate information that it holds about the Goods and Works it supplies under this Framework Agreement including, without limitation, the compatibility and interoperability of such Goods and Works with other products alongside other related services, to enable the Participating Authority to complete any necessary due diligence before purchasing such Goods and Works, or any connected or replacement Goods and Works.

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5 **Supplier Performance and Lifescience Industry Accredited Credentialing Register**

5.1 The Supplier shall perform all Contracts entered into under this Framework Agreement by the Authority or any other Participating Authority in accordance with:

5.1.1 the requirements of this Framework Agreement; and

5.1.2 the provisions of the respective Contracts.

5.2 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 Framework Agreement) 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 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:

6.1.1 the criticality of this Framework Agreement to the Participating Authorities; and

6.1.2 the size and scope of the Supplier's business operations, regarding continuity of the supply of Goods and/or the provision of the Services during and following a Business Continuity Event.

6.2 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 Framework Agreement to Participating Authorities 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 6.2 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.

6.3 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

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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.

6.4 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.

6.5 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to fulfil its obligations in accordance with this Framework Agreement.

7 The Authority's obligations

7.1 The Authority shall provide reasonable cooperation to the Supplier and shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the Supplier complying with its obligations under this Framework Agreement.

7.2 The Authority shall comply with the Authority's Obligations, if any.

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 Framework Agreement. 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 Framework Agreement. 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 Framework Agreement and to discuss matters arising generally under this Framework Agreement. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Framework Agreement. 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 quarterly 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 supply of Goods, the provision of the Services and the operation of this Framework

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Agreement. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

8.3.1 details of the performance of the Supplier under this Framework Agreement and any Contracts when assessed in accordance with the KPIs, as relevant to the Framework Agreement and any Contracts, since the last such performance report;

8.3.2 details of any complaints by Participating Authorities in relation to the supply of Goods or the provision of the Services, 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 as being relevant to the operation of this Framework Agreement;

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 process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2.

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 its 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 Goods and/or the Services ordered and any payments made under this Framework Agreement or any Contracts and any other information relevant to the operation of this Framework Agreement.

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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 Framework Agreement 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 supplied to the Authority on request in accordance with Clause 8.5 of this Schedule 2 in order to 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 for all Contracts shall be calculated as set out in the Commercial Schedule and the payment provisions for all Contracts shall be as set out in the Appendix A and/or Appendix B Call-off Terms and Conditions.

9.2 Where any payments are to be made under this Framework Agreement by either Party in addition to any payments to be made by Participating Authorities under any Contracts, the details of such payments and the invoicing arrangements shall be set out in the Commercial Schedule.

9.3 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Framework Agreement, 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.

9.4 If a Party fails to pay any undisputed sum properly due to the other Party under this Framework Agreement, 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.

9.5 The Supplier shall;

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9.5.1 ensure that all sub-suppliers utilised in the Supplier's performance of any Contract shall have their invoices paid within a maximum period of 60 days of the date of issue (90% of which shall have an action plan) ;

9.5.2 ensure that all sub-suppliers' invoices are paid within an average of 55 days from the date of issue; and

9.5.3 provide evidence of such payments as the Authority shall reasonably require.

10 **Warranties**

10.1 The Supplier warrants and undertakes that:

10.1.1 it will comply with the terms of all Contracts entered into by Participating Authorities under this Framework Agreement;

10.1.2 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Framework Agreement, any Contracts, the Goods, 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);

10.1.3 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 Framework Agreement (to include, without limitation, as referred to in Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;

10.1.4 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to enter into and comply with its obligations under this Framework Agreement;

10.1.5 it has the right and authority to enter into this Framework Agreement and that it has the capability and capacity to fulfil its obligations under this Framework Agreement;

10.1.6 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 Framework Agreement and the documents referred to in this Framework Agreement;

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

10.1.8 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;

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

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

10.1.11 it has satisfied itself as to the nature and extent of the risks assumed by it under this Framework Agreement and has gathered all information necessary to perform its obligations under this Framework Agreement and all other obligations assumed by it;

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

10.1.13 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.12 of this Schedule 2.

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 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.

10.4 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 any part of the Supplier's obligations under this Framework Agreement. 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 any part of the Supplier's obligations under this Framework Agreement, the Supplier shall:

10.4.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

10.4.2 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

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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.

10.5 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.

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

11 **Statutory compliance**

11.1 The Supplier shall comply with all Law and Guidance relevant to its obligations under this Framework Agreement and any Contracts.

11.2 Without limitation to Clause 11.1 of this Schedule 2, the Supplier shall be responsible for obtaining any statutory licences, authorisations, consents or permits required in connection with its performance of its obligations under this Framework Agreement and any Contracts.

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12 **Independence of Participating Authorities**

12.1 The Supplier acknowledges that each Participating Authority is independently responsible for the conduct of its award of Contracts under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

12.1.1 the conduct of Participating Authorities other than the Authority in relation to the operation of this Framework Agreement; or

12.1.2 the performance or non-performance of any Participating Authorities other than the Authority under any Contracts between the Supplier and such other Participating Authorities entered into under this Framework Agreement.

13 **Limitation of liability**

13.1 Nothing in this Framework Agreement 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;

13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law;

13.1.4 to make any payments agreed in accordance with Clause 9.3 of this Schedule 2; or

13.1.5 pursuant to Clause 2.5 of Schedule 3.

13.2 Subject to Clause 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 Framework Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to five hundred thousand GBP (£500,000).

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Framework Agreement 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.

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 Framework Agreement.

13.5 The liability of the Supplier and any Participating Authorities under any Contracts entered into pursuant to this Framework Agreement shall be as set out in the Appendix A and/or Appendix B Call-off Terms and Conditions for the Supply of Goods and the Provision of Services forming part of such Contracts.

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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 and product liability 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 Framework Agreement. 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 Framework Agreement. 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 Framework Agreement, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Framework Agreement shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Framework

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Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 **Term and termination**

15.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Framework Agreement 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 Framework Agreement would otherwise have expired, provided that the duration of this Framework Agreement 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 Framework Agreement by either Party that is capable of remedy (including any failure to pay any sums due under this Framework Agreement), the non-breaching Party may, without prejudice to its other rights and remedies under this Framework Agreement, 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 Framework Agreement 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 Framework Agreement by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

15.4 Either Party may terminate this Framework Agreement by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Framework Agreement which is:

15.4.1 not capable of remedy; or

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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 Framework Agreement by issuing a Termination Notice to the Supplier:

15.5.1 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Framework Agreement, 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;

15.5.2 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 Framework Agreement or the reputation of the Authority;

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

15.5.4 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;

15.5.5 if the warranty given by the Supplier pursuant to Clause 10.4 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 any part of the Supplier's obligations under this Framework Agreement as required by Clause 10.4 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.4 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable; or

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

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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 (as set out in Clause 22.3 of this Schedule 2) shall entitle, but shall not compel, the Authority to terminate this Framework Agreement in accordance with Clause 15.4 of this Schedule 2.

15.7 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.

15.8 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

15.8.1 the Authority considers that the Framework Agreement 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;

15.8.2 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

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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;

15.8.3 any supplier, other than an Associated Person, to which the Supplier is sub-contracting all or part of the performance of the Framework Agreement 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

15.8.4 there has been a failure by the Supplier and/or one of 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 Framework Agreement under this Clause 15.8.4.

15.9 Before terminating the Framework Agreement in accordance with Clauses 15.8.1 to 15.8.3, the Authority will:

15.9.1 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 Framework Agreement; and

15.9.2 give the Supplier a reasonable opportunity to make representations regarding whether a termination ground applies and the Authority's decision to terminate the Framework Agreement.

15.10 Before terminating the Framework Agreement in accordance with Clauses 15.8.2 and 15.8.3 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.

15.11 If the Authority novates this Framework Agreement to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Framework Agreement in accordance with Clause 15.5.1 to Clause 15.5.3 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Framework Agreement by issuing a Termination Notice to

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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.

16 **Consequences of expiry or early termination of this Framework Agreement**

16.1 Upon expiry or earlier termination of this Framework Agreement, the Authority and the Supplier agree that all Contracts entered into under this Framework Agreement will continue in full force and effect unless otherwise terminated under the terms and conditions of such Contracts.

16.2 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 Framework Agreement. This cooperation shall extend to providing access to all information relevant to the operation of this Framework Agreement, 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. 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 expiry or earlier termination of this Framework Agreement for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

16.4 The expiry or earlier termination of this Framework Agreement 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 **Suspension of Supplier's appointment**

17.1 Without prejudice to the Authority's rights to terminate this Framework Agreement, if a right for the Authority to terminate this Framework Agreement arises (irrespective of whether the circumstances leading to such right are capable of remedy) in accordance with Clause 15 of this Schedule 2, the Authority may suspend the Supplier's appointment to receive new Orders under this Framework Agreement by giving notice in writing to the Supplier and all Participating Authorities.

17.2 If the Authority provides notice to the Supplier in accordance with Clause 17.1 of this Schedule 2, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time provided that such suspension shall be lifted where:

17.2.1 the circumstances leading to the Authority's right to terminate this Framework Agreement have been remedied;

17.2.2 the Authority has satisfied itself that the risk and/or impact of the circumstances giving rise to the Authority's right to terminate this Framework Agreement no longer requires such suspension; or

17.2.3 the Authority exercises its rights to terminate this Framework Agreement in accordance with Clause 15 of this Schedule 2.

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18 **Complaints**

18.1 The Supplier shall notify the Authority of any formal written complaints made by other Participating Authorities relating to the Supplier's noncompliance with any of its obligations under any Contract within two (2) Business Days of the Supplier becoming aware of such complaints.

18.2 Without prejudice to any rights and remedies that the Participating Authority may have under the relevant Contract and/or the Authority may have under this Framework Agreement, the Supplier shall use its reasonable endeavours to resolve such complaint within ten (10) Business Days and in so doing, shall deal with the complaint fully, expeditiously and fairly.

18.3 Within two (2) Business Days of a written request by the Authority, the Supplier shall provide further reasonable details of the complaint to the Authority, including details of the steps being taken to progress its resolution and, following its resolution, details of how and when the complaint was resolved.

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 Goods and Works. 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, social and labour requirements, characteristics and impacts of the Goods and 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 Goods and 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**").

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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 Clause 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 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

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allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Framework Agreement.

19.7 If the Supplier is in breach of Clause 19.3 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Framework Agreement, 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 Framework Agreement) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Framework Agreement 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 product and services information**

20.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information and 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 Product Information and the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information and/or 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 19.9 of this Schedule 2.

20.3 If the Product Information and 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 Product Information and the Services Information and any Intellectual Property Rights in the Product Information and the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods and Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 20.4 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 20.3 of this Schedule 2.

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20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's product and/or 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 Product Information and 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 product and/or 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 Product Information and the Services Information in any product and/or 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 Framework Agreement.

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 requirements for the Goods and 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 Goods and Services or other variation to this Framework Agreement shall only be binding once it has been agreed 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 supply/provide the Goods and Services in accordance with the terms and conditions of this Framework Agreement 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 Framework Agreement, it is agreed that the Supplier shall continue its performance of the provisions of the Framework Agreement (unless the Authority requests in writing that the Supplier does not do so).

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22.2 In the case of a Dispute arising out of or in connection with this Framework Agreement 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 Framework Agreement 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 level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

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 Framework Agreement 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 supply of Goods and/or 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 or the security of Confidential Information,

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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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement 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

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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 Framework Agreement 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 Framework Agreement.

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 Framework Agreement.

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 Framework Agreement.

24.3 The Authority shall have the right to audit the Supplier's compliance with this Framework Agreement. 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 Framework Agreement.

24.4 Should the Supplier Sub-contract any of its obligations under this Framework Agreement, 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 Framework Agreement 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 Framework Agreement for the purposes of:

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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 Framework Agreement.

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 Framework Agreement.

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 Framework Agreement. 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 Framework Agreement 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 Framework Agreement. 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 Framework Agreement 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:

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26.1.1 ensure that (a) it does not, whether as employer, a supplier of Goods, or as a provider of Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer, a supplier of Goods, or provider of the Services and any associated 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 this Schedule 2, any notice required to be given by either Party under this Framework Agreement shall be in writing quoting the date of the Framework Agreement 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.

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28 **Assignment, novation and Sub-contracting**

28.1 The Supplier shall not assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Framework Agreement 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 Framework Agreement, every act or omission of the Sub-contractor shall for the purposes of this Framework Agreement 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 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Framework Agreement 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 Framework Agreement.

28.3 Where the Authority considers that the grounds for exclusion under Section 57 of the Procurement Act 2023 apply to any Sub-Contractor, then:

28.3.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-Contractor is replaced or not appointed; or

28.3.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-Contractor is replaced or not appointed and the Supplier shall comply with such a requirement.

28.4

28.5 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 Supply of Goods and/or 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.

28.6 If the Authority, as a condition of awarding this Framework Agreement, 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 any part of the Supplier's obligations under this Framework Agreement 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 Framework Agreement:

28.6.1 the Authority may direct that the Supplier enter into a legally binding arrangement with the other supplier for the purpose of that supplier

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performing any part of the Supplier's obligations under this Framework Agreement (as required or indicated); and

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

28.6.3 where the Supplier indicated to the Authority that it intended to sub-contract any part of the Supplier's obligations under this Framework Agreement 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 Framework Agreement, direct the Supplier to enter into a legally binding arrangement with another appropriate supplier; or

28.6.4 terminate this Framework Agreement.

28.7 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Framework Agreement or any part of this Framework Agreement 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 Framework Agreement 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 Framework Agreement or any part of this Framework Agreement 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 Framework Agreement 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

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(iii) 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 Framework Agreement 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 Clause 22 of this Schedule 2, 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 Framework Agreement 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 Framework Agreement.

30.2 Failure or delay by either Party to exercise an option or right conferred by this Framework Agreement 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 Framework Agreement 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 Framework Agreement 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 Framework Agreement and any such invalidity or unenforceability in

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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 Framework Agreement 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 Framework Agreement 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 Framework Agreement including all costs, legal fees and other expenses so incurred.

30.7 The rights and remedies provided in this Framework Agreement are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Framework Agreement 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 A person who is not a party to this Framework Agreement shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Framework Agreement.

30.9 This Framework Agreement, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Framework Agreement or any variation to this Framework Agreement, contain the entire understanding between the Supplier and the Authority relating to the operation of this Framework Agreement 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 Framework Agreement. Nothing in this Framework Agreement 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 Framework Agreement shall form part of this Framework Agreement.

30.10 This Framework Agreement, 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 Framework Agreement or its subject matter.

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30.12 All written and oral communications and all written material referred to under this Framework Agreement shall be in English.

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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 Framework Agreement 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);

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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 Framework Agreement;

1.3.7 and for the purposes of this Framework Agreement, 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 to the operation of this Framework Agreement, 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 Framework Agreement. 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 Framework Agreement.

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 Framework Agreement and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Framework Agreement.

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

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1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Framework Agreement 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 Framework Agreement, the Parties shall comply with the Data Protection Protocol as set out below.

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 any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Framework Agreement, 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.

2.5 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 Framework Agreement.

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 Framework Agreement and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Framework Agreement are subject to the obligations and commitments of the

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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 Framework Agreement; 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 Framework Agreement is not Confidential Information.

3.4 Notwithstanding any other term of this Framework Agreement, the Supplier consents to the publication of this Framework Agreement 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 Framework Agreement for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making

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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 Framework Agreement.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Framework Agreement, 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 forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

4.2 Where required in accordance with the 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.

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DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

This Table A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Authority at its absolute discretion.

The contact details of the Authority's Data Protection Officer are: Joan Patricia St Hill – DPO at HCA Healthcare UK - JoanPatricia.StHill@hcahealthcare.co.uk

The contact details of the Supplier's Data Protection Officer are:

Description	**Details**
Subject matter of the Processing	The parties consider data processing necessary as the nature and comprehensive range of services offered under this contract include sharing and collection of patient identifiable information. This may be in the form of test results, name, location, date of birth or patient ID.
Duration of the Processing	Initial Term, in accordance within Clause 2 of Schedule 1 (Key Provisions) of this Framework Agreement.
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc. The purpose might include: employment processing, statutory obligation, recruitment assessment.
Type of Personal Data being Processed	Name, address, date of birth, telephone number, test results, images, email address, employee ID, NHS Number and medical information.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public. Health or Medical Information (mental or physical) Patient and staff data.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or	Any Personal Data Processed by the Data Processor on behalf of the Data Controller shall be returned to the Data Controller or destroyed in accordance with the relevant provisions of the Data Protection Protocol or relevant legislation.

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member state law to preserve that type of data	

Data Protection Protocol Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: "**Authority**", "**Data Protection Legislation**", "**UK GDPR**", "**Process**" and "**Processor**" and "**Supplier**" are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise

"Controller"	shall have the same meaning as set out in the UK GDPR;
"**Data Protection Impact Assessment**"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"**Data Protection Officer**"	shall have the same meaning as set out in the UK GDPR;
"**Data Recipient**"	means that Controller who receives the relevant Personal Data;
"**Data Subject**"	shall have the same meaning as set out in the UK GDPR;
"**Data Subject Request**"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"**Data Transferor**"	means that Controller who transfers the relevant Personal Data;
"**Information Commissioner**"	means the Information Commissioner in the UK;
"**Joint Controllers**"	means where two or more Controllers jointly determine the purposes and means of Processing;
"**Personal Data Breach**"	shall have the same meaning as set out in the UK GDPR;
"Processor"	shall have the same meaning as set out in the UK GDPR;
"**Protocol**" or "**Data Protection Protocol**"	means this Data Protection Protocol;
"**Sensitive Data**"	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
"**Sub-processor**"	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1 **Supplier as data processor**

1.1 **Purpose and scope**

1.1.1 The purpose of this Clause 1 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.

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1.1.2 This Clause 1 applies to the Processing of Personal Data as specified in Table A.

1.1.3 Table A is an integral part of this Clause 1.

1.1.4 This Clause 1 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.

1.1.5 This Clause 1 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

1.2 **Invariability of this Clause 1**

1.2.1 The Parties undertake not to modify Clause 1, except for adding information to Table A or updating information in it.

1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 1 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 1 or detract from the fundamental rights or freedoms of Data Subjects.

1.3 **Interpretation**

1.3.1 Where this Clause 1 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.

1.3.2 This Clause 1 shall be read and interpreted in the light of the provisions of the UK GDPR.

1.3.3 This Clause 1 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

1.4 **Hierarchy**

1.4.1 In the event of a contradiction between this Clause 1 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 1 is agreed or entered into thereafter, this Clause 1 shall prevail.

1.5 **Description of the Processing**

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

1.6 **Obligation of the Parties**

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1.6.1 Instructions

(i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.

(ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

1.6.2 Purpose Limitation

(i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

1.6.3 Duration of the Processing of Personal Data

(i) Processing by the Processor shall only take place for the duration specified in Table A.

1.6.4 Security of Processing

(i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.

(ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.6.5 Sensitive Data

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(i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

1.6.6 Documentation and compliance

(i) The Parties shall be able to demonstrate compliance with this Clause 1.

(ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 1.

(iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 1 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 1, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.

(iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.

(v) The Parties shall make the information referred to in this Clause 1, including the results of any audits, available to the Information Commissioner on request.

1.6.7 Use of Sub-processors

(i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 1 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.

(ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in

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substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 1. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 1 and to the UK GDPR.

(iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.

(iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.

(v) The Processor shall agree a third party beneficiary clause with the Sub-processor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

1.6.8 International Transfers

(i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.

(ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR,

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provided the conditions for the use of those standard contractual clauses are met.

1.7 **Assistance to the Controller**

1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.

1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and 1.7.2, the Processor shall comply with the Controller's instructions.

1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:

(i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;

(ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;

(iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and

(iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

1.8 **Notification of Personal Data Breach**

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33

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and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2 Personal Data Breach concerning data Processed by the Controller

(i) In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:

(A) in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(B) in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:

1) the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

2) the likely consequences of the Personal Data Breach; and

3) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

(C) Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(D) in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

1.8.3 Personal Data Breach concerning data Processed by the Processor

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(i) In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:

(A) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);

(B) the details of a contact point where more information concerning the Personal Data Breach can be obtained; and

(C) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

1.9 **Non-compliance with this Clause 1 and termination**

1.9.1 Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 1, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 1 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 1 for whatever reason.

1.9.2 The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 1 if:

(i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 1 is not restored within a reasonable time and in any event within one month following suspension;

(ii) the Processor is in substantial or persistent breach of this Clause 1 or its obligations under the UK GDPR;

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(iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 1 or to the UK GDPR.

1.9.3 The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 1 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4 Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 1.

2 **Parties as joint controllers**

2.1 Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

2.2 The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

3 **Both data Controllers**

3.1 To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

3.1.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and

3.1.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements

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of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.

3.2 Where Personal Data is shared between the Parties, each acting as Controller:

3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 3;

3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 3; and

3.2.3 where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

4 Changes to this protocol

4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

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Annex 1 to Schedule 3 (Data Protection Protocol)

Joint Controller Agreement

In this Annex the Parties must outline each party's responsibilities for:

- providing information to Data Subjects under Article 13 and 14 of the UK GDPR;
- responding to Data Subject Requests under Articles 15-22 of the UK GDPR;
- notifying the Information Commissioner (and Data Subjects) where necessary about Personal Data Breaches;
- maintaining records of Processing under Article 30 of the UK GDPR; and
- carrying out any required Data Protection Impact Assessment.

The Joint Controller agreement must include a statement as to who is the point of contact for Data Subjects. The essence of this relationship shall be published.

Situations where both parties act as Joint Controllers are likely to be relatively novel. Therefore, in such circumstances, it will be important to seek specific legal advice on the approach to the Joint Controller agreement. As part of this, you may wish to include an additional clause apportioning liability between the Parties arising out of data protection in respect of data that is jointly controlled.

Axlab Ltd acknowledges that under this Framework, both the Framework Provider and Axlab may act as **Joint Controllers** for limited processing activities relating to customer and end-user data.

Axlab confirms that it understands and will fulfil its responsibilities as follows:

- **Providing information to Data Subjects**: Axlab will maintain a publicly available Privacy Notice explaining how it processes Personal Data and will support the Framework Provider in ensuring Data Subjects receive appropriate information under Articles 13 and 14 of the UK GDPR.
- **Responding to Data Subject Requests**: The Framework Provider will act as the primary point of contact for Data Subjects. Axlab will promptly forward any requests it receives and cooperate to enable timely and accurate responses under Articles 15–22.
- **Personal Data Breaches**: Axlab will notify the Framework Provider of any Personal Data Breach without undue delay (and within 24 hours of becoming aware) and will provide full assistance to support ICO or Data Subject notifications if required.
- **Records of Processing**: Axlab will maintain its own Record of Processing Activities (ROPA) and make relevant extracts available to the Framework Provider upon request to demonstrate compliance with Article 30.

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- **Data Protection Impact Assessments**: Where a DPIA is required, Axlab will provide all necessary technical and organisational details to support the Framework Provider in completing the assessment.

- **Point of Contact**: The Framework Provider will act as the main contact for Data Subjects. Axlab's Data Protection Officer birgit.johansen@axlab.dk will be available to assist with any queries relating to Axlab's processing activities.

Axlab further confirms that it maintains appropriate **technical and organisational security measures** in accordance with Article 32 of the UK GDPR and will cooperate fully with the Framework Provider to ensure compliance, transparency, and accountability throughout the lifetime of the Framework Agreement.

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Schedule 4

Definitions and Interpretations

1 **Definitions**

1.1 In this Framework Agreement the following words shall have the following meanings unless the context requires otherwise, other than in relation to the Call-off Terms and Conditions for the Supply of Goods and the Provision of Services at Appendix A and/or Appendix B of this Framework Agreement. The definitions and Interpretations that apply to the Call-off Terms and Conditions for the Supply of Goods and the Provision of Services are as set out at Appendix A and/or Appendix B of this Framework Agreement.

"Ancillary Activities"	means carrying out the following ancillary responsibilities on behalf of the Authority: a) managing framework and call off level and procurement and contract notices, extensions and variations and procurement exercises such as mini competitions; and such other actions as are required from time to time to enable the Supplier to satisfy its obligations towards the Authority under this Framework.
"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 Framework Agreement, other than a supplier who will enter into a legally binding arrangement to guarantee the performance of all or part of the Framework Agreement by the Supplier.
"Authority"	means the authority named on the form of Framework Agreement on the first page;
"Authority's Obligations"	means the Authority's further obligations, if any, referred to in the Specification and Tender Response Document;
"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 Framework Agreement;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to fulfil its obligations under this

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	Framework Agreement 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 supply of Goods and provision 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;
"Call-off Terms and Conditions for the Supply of Goods and the Provision of Services – Private "	means the call-off terms and conditions for Contracts as set out at Appendix B of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
"Call-off Terms and Conditions for the Supply of Goods and the Provision of Services – Public"	means the call-off terms and conditions for Contracts as set out at Appendix A of this Framework Agreement forming part of the Contracts placed under this Framework Agreement;
"Central Digital Platform (CDP)"	means the online system established by the Minister for the Cabinet Office and which may be accessed on www.gov.uk where procurement notices will need to be published;
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or 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 stated at the front of this Framework Agreement;
"Commercial Schedule"	means the document set out at Schedule 6
"Comparable Supply"	means the supply of services and/or goods to another customer of the Supplier that are the same or similar to any of the Services and/or Goods;
"Competed goods and Services"	means the Goods and Services specified in Schedule 7B;
"Compliance Levels"	means in respect of all Goods and Services in each Lot purchased by the Participating Authority, eighty percent (80%) of such

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	purchases (as measured by volume), or such other amount agreed in writing, shall be made pursuant to this Contract;
"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 Framework Agreement 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 any contract entered into under this Framework Agreement with the Supplier by any Participating Authority under the terms as set out in Appendix A
"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

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	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 a Participating Authority under any Contract for the full and proper performance by the Supplier of its obligations under such Contracts (as calculated in accordance with the provisions of the Commercial Schedule) and as confirmed in the relevant Order Form relating to the particular Contract;
"Controller"	shall have the same meaning as set out in the UK GDPR;
"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 Framework Agreement;
"Direct Delivery Call-off Contract"	means the call-off contract between the Participating Authority and the Supplier as appended to the Framework whereby the Supplier delivers the Goods to the Participating Authority directly and that is not the Logistics Call Off Contract;
"Dispute(s)"	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Framework Agreement, any matters of contractual construction and interpretation relating to the Framework Agreement, or any matter where this Framework Agreement 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;
"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

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	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;
"E-Auctions"	means an online electronic bid event or process to determine a Supplier offering a best price element
"E-Auction Portal"	means a portal for Parties to participate in the E- Auction and where the terms of using this Portal are set out in Schedule 10
"E-Auction User Terms"	means terms and conditions applicable to Parties to participate in an E-Auction.
"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;
"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 1.16 of this Schedule 4;

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"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;
"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 Framework Agreement; (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

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	England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to supply the Goods and/or 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;
"Framework Agreement"	means the form of framework agreement at the front of this document and all schedules and appendices attached to the form of framework agreement;
"Fraud"	means any offence under any law in respect of fraud in relation to this Framework Agreement 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 supplier and/or service provider engaged in the manufacture and/or supply of goods and/or the provision of services similar to the Goods and Services under the same or similar circumstances as those applicable to this Framework

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	Agreement, including in accordance with any codes of practice published by relevant trade associations;
"Goods"	means all goods, materials or items that the Supplier is required to supply to Participating Authorities under Contracts placed under this Framework Agreement, details of such Goods, materials or other items being set out in the Specification and Tender Response Document and any Order;
"GS1 GTIN Codes"	means Global Standards 1: Global Trade Identification Number; a GTIN is a unique number used to access an electronic record held in a database that can contain hundreds of attributes concerning a specific product. These attributes include data such as product description, manufacturer product code, product weights/dimensions and packaging hierarchies. A GTIN is globally unique and cannot be duplicated;
"Guidance"	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or 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;
"HealthTrust Electronic Data Interchange Network"	means the electronic data interchange between different information systems via a number of recognised protocols, such as UN/EDIFACT, SAP IDOC, EANCOM, ANSI X12, XML, cXML, CSV and PEPPOL. For the avoidance of doubt, Electronic Data Interchange does not refer to orders via e-mail;
"HealthTrust Europe / Supplier Portal"	means an evolving free to access online portal which forms part of the HealthTrust Europe Electronic Data Interchange Network and which allows the Supplier to among others identify eligible Participating Authorities, participate in an eAuction, receive purchase orders, and manually input or upload purchase order acknowledgements, advance shipping notices and invoices and credit notes to the Participating Authority which will be received electronically;

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"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;
"Intellectual Property Rights"	means all patents, copyright, design rights, registered designs, trademarks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trademarks and registered designs;
"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);
""Logistics Call-off Contract"	means a call-off Contract where the Participating Authority wishes to use the Logistics Service and places such Order using the Logistics Sub-Contractor Ordering Procedure;
"Logistics Services"	means the logistics services to be delivered Logistics Sub-Contractor to the Participating Authorities in accordance with the Logistics Variation;

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"Logistics Sub-Contractor"	means the approved Logistics Sub-Contractor
"Logistics Sub-Contractor Ordering Procedure"	means the ordering procedure agreed between the Participating Authority and Sub-Contractor, as outlined in the Logistics Variation;
"Logistics Variation"	means the form of variation entered into between the Participating Authority and the Authority in relation to the provision of the Logistics Services pursuant to the MSE Framework;
"MSE"	means Mid and South Essex NHS Foundation Trust; and
"MSE Framework"	means the Framework between MSE and HealthTrust Europe for the provision of Procurement Services.
"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 to the term in Clause 8.5 of Schedule 1;
"NHS"	means the National Health Service;
"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;
"Order Form"	means the template order form on which Orders are to be placed, as set out in Schedule 7;
"Ordering Procedure"	means the procedure enabling Participating Authorities to call-off Goods and/or Services and enter into Contracts under this Framework Agreement, as set out in Schedule 7;
"Orders"	means orders for Goods and/or Services placed under this Framework Agreement by Participating Authorities;
"Other Attribute Data"	means a detailed product specification of the Goods e.g. relating to the size, colour, shape, dimensions and material of the Goods;

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"Participating Authority"	means a Contracting Authority entitled to place Orders under this Framework Agreement including the Authority and any other Contracting Authority as set out in the Key Provisions;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"PEPPOL (Pan European Public Procurement On Line)	refers to a set of messaging standards that enable key documents (purchase orders, advance shipping notes, invoices) to be electronically exchanged between buying and selling organisations without manual intervention through PEPPOL access points;
"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;
"Process"	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
"Procurement Services"	has the meaning given on the front page of the Framework;
"Product Information"	means information concerning the Goods as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 19.9 of Schedule 2 for inclusion in the Authority's product catalogue from time to time;
"Prohibited Acts"	has the meaning given under 29.1.1 of Schedule 2;
"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 that the Supplier is required to provide to Participating Authorities under Contracts placed under this Framework Agreement, details of such Services being set out in the Specification and Tender Response Document and any Order;
"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 19.9 of

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	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 Framework Agreement;
"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 Framework Agreement including any Sub-contractors and person employed or engaged by such Sub-contractors;
"Standard Services"	means those specified in Schedule 7A;
"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 Framework Agreement;
"Sub-contractor"	means a party to a Sub-contract other than the Supplier;
"Supplier"	means the supplier named on the form of Framework Agreement 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 Social Value Contract Champion"	shall have the meaning given to the term in Clause 8.7 of Schedule 1;
"Supplier's Lots"	means the lots awarded to the Supplier specified on the front page (if applicable);
"Term"	means the term as set out in the Key Provisions;

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"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 Framework Agreement on a specified date and setting out the grounds for termination;
"Third Party Body"	has the meaning given under Clause 8.5 of Schedule 2;
"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.
"Works"	means the works that the Supplier is required to provide to Participating Authorities under Contracts placed under this Framework, details of such works being set out in the Specification and Tender Response Document and any Order;

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 Framework Agreement to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Framework Agreement.

1.5 References in this Framework Agreement 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 Framework Agreement.

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

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

1.9 Where a term of this Framework Agreement 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.

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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 Framework Agreement, such other part of this Framework Agreement shall prevail.

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

1.12 Any guidance notes in grey text do not form part of this Framework Agreement.

1.13 Any Breach Notice issued by a Party in connection with this Framework Agreement 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.

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

1.15 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 Framework Agreement) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.16 Any reference in this Framework Agreement 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.

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Schedule 5

Specification and Tender Response Document

Definitions

"API"	Application Programming Interface, a set of protocols for building software applications
"BCP" or "Business Continuity Plan"	The Successful Tenderer's Business Continuity Plan which includes plans for continuity of the supply of Goods and provision of Services during any event or issue that could impact on the operations of the Successful Tenderer and its ability to fulfil its obligations under the Framework Agreement including force majeure events
"Block Facing"	The process of removing excess paraffin from a tissue block to expose the tissue for sectioning
"Call-Off Contract"	The Call-Off Contract between the Participating Authority and the Successful Tenderer formed under the Framework Agreement whereby the Successful Tenderer delivers the Services to the Participating Authority
"Case"	The clinical case for one patient's diagnostic investigation
"Complaints Procedure"	The clear and written procedure used by Successful Tenderer to receive, manage, report on, investigate, communicate, and resolve any complaints received by the Participating Authority
"Contract Implementation Meeting"	Any meeting between the Parties prior to or during implementation of the Services to discuss any element of the Implementation Plan
"Contract Management"	The process of managing the executed contract (as set out in Schedule 2 of the Framework Agreement)
"Account Manager"	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 the Framework Agreement

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"DICOM"	Digital Imaging and Communications in Medicine, a standard for handling, storing, printing, and transmitting information in medical imaging
"Embedding"	The process of encasing tissue specimens in paraffin to create tissue blocks
"Equipment"	Any form of equipment provided by the Successful Tenderer to the Participating Authority for the purposes of carrying out the Services
"Exit Plan"	The plan which sets out the activities to be undertaken by each Party to enable transfer of the use of Goods and Services to an alternative provider and/or as the case may be without causing any interruption to business operations
"FFPE"	Formalin-Fixed Paraffin-Embedded, the standard method for preserving tissue for histological examination
"Framework Agreement"	The overarching agreement establishing the terms governing contracts to be awarded during a given period
"GDPR"	The General Data Protection Regulation
"Goods"	All goods, materials or items that the Successful Tenderer is required to supply to Participating Authorities under Contracts placed under this Framework Agreement
"HIS"	Hospital Information System, the main information system used by hospitals
"HL7"	Health Level 7, a set of international standards for transfer of clinical and administrative data between software applications
"Implementation Plan"	The plan and time schedule created by the Successful Tenderer for the Participating Authority that lays out the sequence of events in order for the commencement of the Goods and/or Services set out in the Call-Off Contract

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"KPIs" or "Key Performance Indicators"	The key performance indicators, targets and measurement information agreed between the Successful Tenderer and Participating Authority prior to commencement of any subsequent Call-Off Contract
"LED"	Light-emitting diode, a semiconductor light source used for indicators and illumination
"LIS"	Laboratory Information System, software used to manage laboratory data and workflow
"MDT"	Multidisciplinary Team, a group of healthcare professionals from different disciplines who collaborate on patient care
"Microtomy"	The process of cutting thin sections from a tissue block for microscopic examination
"Participating Authority"	Any healthcare organisation eligible to use this Framework Agreement
"QC"	Quality Control, the operational techniques and activities used to fulfil requirements for quality
"Review Meetings"	The meeting between the Parties whereby they shall review the Contract, service performance, KPIs, issues and any other relevant points on a regular basis, as agreed between the Parties
"RFID"	Radio-frequency identification, a technology that uses electromagnetic fields to automatically identify and track tags attached to objects
"Services"	All Services that the Successful Tenderer is required to supply to Participating Authorities under Contracts placed under this Framework Agreement
"Subcontractor"	Any third-party organisation that performs work on behalf of or at the request of the Successful Tenderer who the Successful Tenderer is responsible for

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"Successful Tenderer"	The supplier(s) awarded a place on the Framework Agreement
"TAT" or "Turnaround Times"	The time taken to complete a specified process or the times for each category of test forming part of the Services, which shall commence upon collection by the Successful Tenderer of each specimen and shall end upon successful completion of the required process
"Tenderer" or "Tenderers"	Organisations who submit a bid in response to the tender for this Framework Agreement
"Tissue Block"	Paraffin-embedded tissue specimen contained within a labelled cassette
"UPS"	Uninterruptible Power Supply, a device providing emergency power when the main power fails
"User"	Any individual who operates or interacts with the equipment provided under this Framework Agreement

General Requirements

All Tenderers for this Framework Agreement for all Lots must comply with these General Requirements.

1 Provision of Services

1.1. The Successful Tenderer must supply equipment, consumables, and technical services in accordance with this specification and the Framework Agreement.

1.2. All equipment and services supplied must be adequate and fit for purpose, meeting the requirements of modern laboratory practice and complying with relevant regulations.

1.3. The Successful Tenderer is expected to fully comply with all applicable and relevant environmental legislation, regulations, codes of practice, industry standards and common laws.

1.4. Equipment must be new, unused, and represent the current production model at the time of delivery.

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1.5. The Successful Tenderer shall provide all hardware, software, and accessories necessary for the complete and proper functioning of the supplied equipment.

2 Traceability and Sample Identification

2.1. The Successful Tenderer must ensure that all equipment provides robust sample identification and traceability capabilities throughout the workflow to prevent sample mix-ups and maintain chain of custody.

2.2. All equipment must be capable of reading and processing standard laboratory identification formats, including at minimum barcode labelling.

2.3. Equipment should maintain an audit trail of all operations performed on each sample, including timestamps, operator identification, and process parameters.

2.4. Systems must support integration with Laboratory Information Systems (LIS) using standard protocols to enable seamless tracking of samples.

2.5. The equipment must incorporate error prevention features to minimise the risk of specimen misidentification at all stages of processing.

2.6. Data associated with processed specimens must be securely stored and retrievable for audit purposes for a period compliant with relevant regulations.

2.7. Where applicable, equipment should offer high-throughput scanning capabilities for efficient processing of multiple samples.

3 Communication with HealthTrust Europe

3.1. The Successful Tenderer will be expected to:

3.1.1 Maintain a good working relationship and work in partnership with HealthTrust Europe;

3.1.2 Communicate regularly with Account Manager;

3.1.3 Provide the contact details of the Successful Tenderers Account Manager, whose responsibility includes this Framework Agreement and;

3.1.4 Supply monthly Management Information data to HealthTrust Europe, pursuant to Framework Agreement Terms and Conditions.

3.2. The Successful Tenderers Account Manager must be available as the first point of contact for the HealthTrust Europe Account Manager. Both Account Managers must meet regularly to ensure that the Framework Agreement and any subsequent Call-Off Contracts are managed efficiently and effectively.

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3.3. The Successful Tenderer shall establish and maintain communication channels for:

3.4.1 Routine inquiries and orders

3.4.2 Technical support

3.4.3 Emergency assistance

3.4.4 Scheduled maintenance

3.4.5 Billing and administrative matters

4 Customer Service and Availability

4.1. The Successful Tenderer shall maintain standard Business Hours, which are a minimum of 8 hours between the hours of 8:00am and 6:00pm, Monday to Friday (for example, 9:00am to 5:00pm or 8:00am to 4:00pm).

4.2. The Successful Tenderer shall also provide an 'Out of Hours' customer service helpdesk to ensure continuity of the provision of Services, this may be a telephone service desk or email inbox.

4.3. The Successful Tenderer should aim to provide a twenty-four (24) hour, three hundred and sixty-five (365) day Service.

4.4. The Successful Tenderer shall answer all incoming calls, respond to email and/or portal enquiries within a reasonable timeframe. It is recommended that the Successful Tenderer implement a three-ring policy, unless otherwise agreed with the Participating Authority.

4.5. The Successful Tenderer will be expected to implement a set of fit for purpose policies relating to customer service, employee etiquette and Service availability. The Successful Tenderer may be required upon request to produce evidence demonstrating that adherence to the policies has been monitored and recorded.

4.6. The Successful Tenderer must be able to monitor call/email response/portal enquiry waiting times as this may be a required KPI for Participating Authority's.

4.7. The Successful Tenderer shall provide, to each Participating Authority, a dedicated Account Manager Should this who will be the single point of responsibility to manage all requirements for the duration of each Call-Off Contract.

5. Performance and Contract Management

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5.1. The Successful Tenderer and the Participating Authority will agree the frequency of the Review Meetings, to be held at the Participating Authority's or other reasonable premises to monitor and assess the Successful Tenderer's performance in the provision of the Services, as per clause 8.2 of Schedule 2 of the Framework Agreement.

5.2. The Participating Authority may request at any time for additional ad hoc meetings with the Successful Tenderer to discuss specific performance related or contractual matters.

5.3. Review Meetings may be face-to-face (as reasonably requested) or via telephone call or video conference.

5.4. The Successful Tenderer shall answer questions relating to performance as the Participating Authority may reasonably require. The Review Meetings shall be attended by such persons involved in the provision of the Services.

5.5. The Successful Tenderer shall also attend Review Meetings at a frequency to be agreed between the Successful Tenderer and the Participating Authority during implementation and recorded, in writing, within the Call-Off Contract.

5.6. The Successful Tenderer shall ensure that the following information is provided to the Participating Authority at the meeting or, if possible, ahead of Review Meeting. The following list is not exhaustive and may be subject to change, addition and enhancement by the Participating Authority:

5.6.1 Management information confirming the usage of equipment and consumables for the last quarter (or period as agreed)

5.6.2 Costs of Service in any time period, including the unit cost and total cost

5.6.3 Any complaints generated by Participating Authority and recorded in the Successful Tenderer's Quality Management System ("QMS"), the outcome of each complaint and the complaints to required complaint response times

5.6.4 The performance of IT solutions (if applicable), as implemented by the Successful Tenderer and utilised by the Participating Authority

5.6.5 Performance against each of the KPIs and any Service Credits as set out in the Call-Off Contract that is applicable in the previous period. For any failed KPIs the Successful Tenderer must provide the relevant corrective and preventative actions they have taken to manage this failure and avoid recurrence

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5.7. Any variation to the Services arising from any Review Meeting shall be made in accordance with the Change Control Process provisions set out in the Call-Off Contract Terms and Conditions.

6. Implementation

6.1. The Successful Tenderer shall provide a detailed implementation plan for each installation, including:

6.1.1 Timeline for delivery, installation, and commissioning

6.1.2 Site requirements and preparation guidance

6.1.3 IT integration requirements

6.1.4 Training schedule

6.1.5 Validation plan

6.2. The Successful Tenderer shall identify all key internal stakeholders ("the Project Team") who shall represent the Successful Tenderer and contribute to the successful implementation of the Services.

6.3. The Successful Tenderer shall identify all key decision makers acting on behalf of the Participating Authority and attend an initial engagement meeting with the Participating Authority.

6.4. The Successful Tenderer shall identify an individual responsible for coordinating and managing the Implementation Plan from the Project Team who will be the principal communicator to the Participating Authority.

6.5. The Successful Tenderer shall produce a list of all actions to be carried out as part of the Implementation Plan, by the Successful Tenderer and the Participating Authority, during the implementation process ("Key Deliverables").

6.6. The Successful Tenderer and Participating Authority shall agree and assign specific, timely and achievable target dates to each Key Deliverable in alignment with the objectives of the Participating Authority.

6.7. The Successful Tenderer shall agree and assign a specific, timely and achievable target date for the Implementation Plan to conclude and for the provision of Services to commence ("Go Live").

7. Training

7.1. Where required, the Successful Tenderer must provide comprehensive training to employees of the Participating Authority on how to understand and use all

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elements of the Services as relevant to the requirements of the Participating Authority.

7.2. Training should be provided for all employees of the Participating Authority who require it.

7.3. Training may be in the following methods, as requested by Participating Authority in its discretion from time to time: face to face (group or individual), videoconference, tele-conference, email, and literature guidance.

7.4. Training will be planned and provided as part of the Implementation Plan and Key Deliverables and must be provided prior to the Go Live date.

7.5. The Successful Tenderer will provide all training free of charge to the Participating Authority.

7.6. Throughout the Call-Off Contract Term, further ad-hoc training may be required and requested by the Participating Authority which Successful Tenderer shall provide.

7.7. The Successful Tenderer will provide additional training to new employees of the Participating Authority if required.

7.8. The Successful Tenderer will provide additional training as a result of a change or update of the Services if this is required.

8. Warranty and Service Support

8.1. The Successful Tenderer shall provide a minimum 12-month warranty on all equipment.

8.2. During the warranty period, the Successful Tenderer shall provide, free of charge:

8.2.1 All parts and labour for repairs

8.2.2 Preventative maintenance according to manufacturer's recommendations

8.2.3 Software updates

8.2.4 Technical support

8.3. Service contracts shall be available following the warranty period with options for:

8.3.1 Comprehensive coverage (parts and labour)

8.3.2 Preventative maintenance only

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8.3.3 Pay-as-you-go service

8.4. The Successful Tenderer shall provide a guaranteed maximum response time for:

8.4.1 Critical issues (system inoperable/down): The Successful Tenderer shall respond within 4 hours and restore functionality within 24 hours. Major issues (system functioning with limitations): 8 hours

8.4.2 Major issues (system operating with limitations): The Successful Tenderer shall respond within 8 hours and restore full functionality within 48 hours.

8.4.3 Minor issues (non-critical problems): The Successful Tenderer shall respond within 24 hours and provide resolution within 5 working days. The Successful Tenderer shall maintain an adequate inventory of spare parts to minimize downtime during repairs.

8.5. If equipment cannot be repaired within 48 hours, the Successful Tenderer shall provide equivalent loan equipment at no additional cost until repairs are completed where feasible. If not is possible, the additional service costs should be paid by the Successful Tenderer.

8.6. The Successful Tenderer shall provide a Service Level Agreement (SLA) specifying guaranteed uptime (minimum 95%), response times, and resolution times with appropriate service credits for non-compliance.

9. Quality Management

9.1. The Successful Tenderer shall implement and maintain a Quality Management System ("the QMS") and shall operate its day-to-day procedures and practices in accordance with said QMS.

9.2. As a minimum, the QMS shall contain procedures and practices to ensure:

9.2.1 All employees involved in the provision of the Services are aware of the standard of performance required

9.2.2 Regular monitoring of the performance and conduct of individual employees

9.2.3 Provision of regular feedback to each employee with regards to their individual performance

9.2.4 Timely receipt, investigation and resolution of complaints

9.2.5 Ongoing monitoring of the performance of the Successful Tenderer

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9.2.6 Regular consultation with all Participating Authorities

9.2.7 Reasonable analysis and identification of any patterns of complaints

9.2.8 Timely reporting of issues to any relevant Professional and Regulatory Bodies

9.3. The Successful Tenderer shall have a Quality Management System compliant with ISO 9001 or equivalent.

9.4. All equipment supplied shall comply with relevant quality and safety standards, including:

9.4.1 CE marking

9.4.2 IEC 61010 (Safety requirements for laboratory equipment)

9.4.3 IEC 60601 (where applicable for medical electrical equipment)

9.4.4 ISO 13485 (for medical devices)

10. Health and Safety

10.1. The Successful Tenderer shall ensure all equipment complies with relevant health and safety regulations.

10.2. Risk assessments shall be provided for all equipment.

10.3. Safety data sheets shall be provided for all consumables.

10.4. The Successful Tenderer shall provide:

10.4.1 Detailed safety instructions for operation, maintenance, and cleaning

10.4.2 Appropriate warning labels and signs

10.4.3 Personal protective equipment recommendations

10.4.4 Emergency procedures for equipment malfunctions

10.5. The Successful Tenderer shall ensure that equipment design minimises ergonomic hazards and repetitive strain risks.

10.6. The Successful Tenderer shall provide training on safe operation of all equipment and handling of associated consumables.

11. Data Protection and Information Governance

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11.1. The Successful Tenderer must comply with, and operate in accordance with, the most recent regulations regarding data sharing and transfer. The Successful Tenderer acknowledges its role as a Data Processor in this regard.

11.2. The Successful Tenderer must comply with the Data Protection Act 2018 and should demonstrate compliance with the General Data Protection Regulations (GDPR).

11.3. The Successful Tenderer must evidence an audit trail of personnel accessing patient identifiable data, as requested.

11.4. The Successful Tenderer must have a robust policy in place that details the management of patient data, information storage, disposal, and disaster recovery of data.

11.5. The Successful Tenderer must support with the Data Protection Protocol in all Call-Off Contracts formed with Participating Authority as an appendix, which will clearly set out the roles of the Processor and Controller and the nature of the data processing and purposes of data processing which will be undertaken under the Call-Off Contract.

11.6. Systems handling patient data shall have appropriate security measures in place, including:

11.6.1 User authentication

11.6.2 Access controls

11.6.3 Audit trails

11.6.4 Data encryption where appropriate

12. Disaster and Recovery Planning

12.1. The Successful Tenderer is required to produce and maintain a Business Continuity Plan in the event that the failure of any aspect of the Contract impacts on the provision of the Services to the Participating Authority. This shall include the provision of Services carried out by Sub-Contractors.

12.2. The Successful Tenderer should cover the following aspects within the Business Continuity Plan, as a minimum:

12.2.1 Disaster prevention, including details of policies and procedures

12.2.2 Incident management

12.2.3 IT disaster recovery plan

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12.2.4 Adverse weather conditions

12.2.5 Natural disaster

12.2.6 Terrorist attack

12.2.7 Premises problems

12.2.8 Hardware breakdown

12.2.9 Supply chain failures

12.2.10 Pandemic illness

12.2.11 Post-disaster review and assessment process

12.3. The Successful Tenderer shall test the Business Continuity Plan annually and provide a report to the Participating Authority.

13. Installation and Validation

13.1. The Successful Tenderer shall provide detailed pre-installation requirements, including:

13.1.1 Space requirements

13.1.2 Environmental conditions (temperature, humidity, ventilation)

13.1.3 Electrical requirements

13.1.4 Network requirements

13.1.5 Plumbing requirements (if applicable)

13.1.6 Structural requirements (floor loading, etc.)

13.2. The Successful Tenderer shall be responsible for the complete installation of all equipment, including:

13.3.1 Delivery to the specified location

13.3.2 Unpacking and assembly

13.3.3 Connection to utilities

13.3.4 Initial calibration and testing

13.3.5 Integration with existing systems where required

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13.3. The Successful Tenderer shall provide a comprehensive validation package, including:

13.3.6 Installation Qualification (IQ)

13.3.7 Operational Qualification (OQ)

13.3.8 Performance Qualification (PQ)

13.3.9 User Acceptance Testing (UAT) protocols

14. Integration Requirements

14.1. The Successful Tenderer shall ensure that equipment can integrate with:

14.1.1 Laboratory Information Systems (LIS)

14.1.2 Other laboratory equipment and systems where appropriate

14.2. Integration capabilities shall include:

14.3.1 Standard communication protocols (HL7, DICOM, etc.)

14.3.2 Open APIs where appropriate

14.3.3 Secure data transfer mechanisms

14.3.4 Audit trails of all data exchanges

14.3.5 Error handling and recovery procedures

14.3. The Successful Tenderer shall provide detailed interface specifications and documentation.

14.4. The Successful Tenderer shall work with the Participating Authority's IT department to ensure successful integration with existing systems.

14.5. The Successful Tenderer shall provide support for testing and validating interfaces.

15. User Interface and Ergonomics

15.1. All equipment shall have user interfaces that are:

15.1.1 Intuitive and easy to use

15.1.2 Consistent across modules or components

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15.1.3 Designed to minimise user errors

15.1.4 Configurable to meet user preferences where appropriate

15.1.5 Accessible to users with varying levels of technical expertise

15.2. Equipment shall be designed with ergonomics in mind, including:

15.3.1 Adjustable heights where appropriate

15.3.2 Easily accessible controls

15.3.3 Minimal physical strain during operation

15.3.4 Clear visual displays

15.3.5 Audible alerts for critical events

16. Complaints and Escalation

16.1. Where the Participating Authority wishes to make a complaint about the Successful Tenderer or any element covered by the scope of the Services, the Successful Tenderer shall operate an appropriate, clear and written procedure for handling such complaints.

16.2. All complaints made by the Participating Authority to the Successful Tenderer shall be acknowledged in writing within two (2) working days by the Successful Tenderer. The Successful Tenderer shall use reasonable endeavours to ensure that all complaints are resolved within ten (10) working days of the complaint being notified to the Successful Tenderer.

16.3. The Successful Tenderer shall maintain a full written record of the nature and details of each complaint received and the action taken to resolve each complaint.

17. Maintenance and Technical Support

17.1. The Successful Tenderer shall provide a comprehensive maintenance program, including:

17.1.1 Preventative maintenance schedules

17.1.2 Routine calibration procedures

17.1.3 Software updates and patches

17.1.4 Performance optimization

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17.1.5 Quality control checks

17.2. Preventative maintenance shall be scheduled to minimize disruption to laboratory operations.

17.3. The Successful Tenderer shall provide remote diagnostic capabilities where possible to expedite troubleshooting.

17.4. The Successful Tenderer shall maintain a help desk with:

17.5.1 Trained technical staff

17.5.2 Access to engineering support

17.5.3 Issue tracking system

17.5.4 Knowledge base of common problems and solutions

18. Documentation Requirements

18.1. The Successful Tenderer shall provide comprehensive documentation for all equipment, including:

18.1.1 User manuals

18.1.2 Technical reference guides

18.1.3 Maintenance procedures

18.1.4 Troubleshooting guides

18.1.5 Parts lists

18.1.6 Calibration procedures

18.1.7 Validation protocols

18.1.8 Safety information

18.2. Documentation shall be provided in electronic format, with printed copies available upon request.

18.3. All documentation shall be in English and written in clear, understandable language.

18.4. Documentation shall be updated whenever there are changes to the equipment or software.

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19. Contract Termination and Exit Planning

19.1. In the event of the termination or expiry of a Call-Off Contract, the Successful Tenderer should work co-operatively with each Participating Authority and/or the incoming provider to ensure smooth migration to the new provider.

19.2. The Successful Tenderer is required to provide a detailed exit plan during contract implementation for review and approval by each Participating Authority.

19.3. There will be no costs incurred by any Participating Authority with respect to the termination or expiry of the contract.

Lot 1: Automated Tissue Embedding Systems

20. General Requirements

20.1. The system shall automate the process of embedding tissue specimens in paraffin to create tissue blocks.

20.2. The system shall be capable of processing multiple tissue cassettes in a continuous or batch process.

20.3. The system shall maintain specimen identity throughout the embedding process.

20.4. The system shall minimise operator intervention while maximising the quality and consistency of tissue embedding.

20.5. The system shall maintain the structural integrity and orientation of the tissue within the paraffin block.

20.6. The system shall be designed to integrate with broader laboratory automation systems where required.

20.7. The system shall automate non-technical tasks in the embedding process while allowing operators to focus on tissue orientation.

20.8. The system shall optimise paraffin usage to minimise waste.

21. Traceability and Sample Identification

21.1. The system shall provide cassette identification and verification at all stages of the embedding process.

21.2. The system shall maintain full traceability of samples throughout the embedding workflow.

21.3. The system shall have barcode reading capabilities for cassette identification.

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21.4. Additional identification technologies (such as RFID) are desirable.

21.5. The system shall record all process parameters associated with each embedded block for quality control and audit purposes.

21.6. The system shall maintain an audit trail of all operations performed on each sample, including timestamps, operator identification, and process parameters.

21.7. The system shall incorporate error prevention features to minimise the risk of specimen misidentification.

22. Processing Capacity and Throughput

22.1. The system shall have a processing rate of at least 20 blocks per hour.

22.2. The system shall be compatible with multiple processor basket types commonly used in pathology laboratories.

22.3. The system shall have continuous operation capability to support laboratory workflow.

22.4. The system shall be adaptable to varying workload volumes.

22.5. The system shall provide prioritisation capabilities for urgent cases; this should be manually controlled and through any connected IT system.

23. Paraffin Management

23.1. The system shall provide automated paraffin dispensing with precise control.

23.2. The system shall have paraffin granule storage capabilities to prevent degradation and yellowing.

23.3. The system shall incorporate temperature control systems for optimal paraffin consistency.

23.4. The system shall provide paraffin level monitoring and alert when replenishment is needed.

23.5. The system shall minimise paraffin waste generation through efficient dispensing.

23.6. The system shall maintain paraffin at the optimal temperature for embedding throughout the process.

24. Sample Handling and Processing

24.1. The system shall automatically identify and verify cassettes prior to embedding.

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24.2. The system shall support automated mould selection based on tissue characteristics or user-defined parameters.

24.3. The system shall provide an efficient operator interface for tissue orientation in the mould.

24.4. The system shall provide controlled cooling for optimal block formation.

24.5. The system shall have an automated block ejection and collection system.

24.6. The system shall be compatible with standard laboratory cassettes and moulds used in histology.

24.7. The system shall be able to handle various cassette colours and materials.

25. Ergonomics and User Interface

25.1. The system shall have an ergonomic workstation design to minimise operator strain during tissue orientation.

25.2. The system shall provide intuitive touchscreen controls for all automated functions.

25.3. The system shall have adjustable working height where possible to accommodate different operators.

25.4. The system shall provide clear visibility of the work area for precise tissue orientation.

25.5. The system shall have accessible consumable replacement with minimal downtime.

25.6. The system shall have user interfaces that are:

25.6.1 Intuitive and easy to use

25.6.2 Designed to minimise user errors

25.6.3 Configurable to meet user preferences where appropriate

25.6.4 Accessible to users with varying levels of technical expertise

26. Quality Control and Monitoring

26.1. The system shall monitor temperature of all heating elements to ensure optimal embedding conditions.

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26.2. The system shall monitor paraffin quality parameters to ensure consistent embedding.

26.3. The system shall verify block quality after formation.

26.4. The system shall log all process parameters for quality control purposes.

26.5. The system shall provide performance analytics and reporting capabilities.

26.6. The system shall automatically alert operators to any quality issues that may affect block formation.

26.7. The system shall support validation processes to ensure consistent quality of embedded blocks.

27. Integration and Connectivity

27.1. The system shall be capable of integration with Laboratory Information Systems (LIS) for sample tracking.

27.2. The system shall support standard communication protocols for laboratory instruments.

27.3. The system shall provide data interfaces for integrating with downstream processing systems (such as block facing and microtomy).

27.4. The system shall offer remote monitoring capabilities for system status and performance.

27.5. The system shall be capable of data exchange with audit and quality management systems.

27.6. The system shall provide connectivity options for integration with specimen tracking systems.

28. Safety Features

28.1. The system shall incorporate safety features to prevent operator injury from heated components.

28.2. The system shall include emergency stop controls in case of malfunction.

28.3. The system shall have protective covers or guards for moving parts.

28.4. The system shall provide clear warning indicators for hot surfaces.

28.5. The system shall include interlocks to prevent operation when safety guards are open.

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28.6. The system shall comply with relevant safety standards for laboratory equipment.

29. Environmental Requirements

29.1. The system shall operate in standard laboratory conditions:

29.1.1 Temperature range: 15-30°C

29.1.2 Humidity range: 30-70% RH (non-condensing)

29.2. The system shall specify heat output for HVAC planning.

29.3. The system shall minimise energy consumption through efficient design.

29.4. The system shall have minimal noise output during operation (less than 70 dB).

30. Maintenance and Support

30.1. The system shall be designed for easy cleaning and maintenance.

30.2. The system shall provide self-diagnostic capabilities for troubleshooting.

30.3. The system shall alert operators when preventative maintenance is required.

30.4. The system shall have modular design to facilitate repairs and component replacement.

30.5. The system shall have remote diagnostic capabilities where possible to expedite troubleshooting.

31. Consumables and Accessories

31.1. The system shall use standard consumables where possible, including:

31.1.1 Industry-standard paraffin formulations

31.1.2 Standard embedding moulds and rings

31.1.3 Common cleaning and maintenance materials

31.2. The Successful Tenderer shall provide all necessary accessories for routine operation, including:

31.3.1 Embedding moulds in various sizes

31.3.2 Paraffin collection trays

31.3.3 Cleaning tools and supplies

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31.3. The Successful Tenderer shall ensure that critical consumables are readily available with minimal lead time.

31.4. The Successful Tenderer shall provide inventory management support for consumables if requested.

Lot 2: Tissue Block Facing Systems

32. General Requirements

32.1. The system shall provide automated facing of formalin-fixed paraffin-embedded (FFPE) tissue blocks.

32.2. The system shall be capable of processing multiple tissue blocks in a continuous or batch process.

32.3. The system shall maintain block identity throughout the process.

32.4. The system shall be designed for continuous operation in a clinical laboratory environment.

32.5. The system shall minimise operator intervention while maximising the quality and consistency of block facing.

32.6. The system shall maintain the structural integrity of the tissue within the paraffin block.

32.7. The system shall be designed to integrate with broader laboratory automation systems where required.

33. Traceability and Sample Identification

33.1. The system shall provide block identification and verification during and after the facing process.

33.2. The system shall maintain full traceability of blocks throughout the facing workflow.

33.3. The system shall have barcode reading capabilities for block identification.

33.4. Additional identification technologies (such as RFID) are desirable.

33.5. The system shall record all facing parameters (depth, number of cuts, etc.) for each processed block.

33.6. The system shall maintain an audit trail of all operations performed on each block, including timestamps, operator identification, and process parameters.

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33.7. The system shall incorporate error prevention features to minimise the risk of block misidentification.

34. Technical Specifications

34.1. The system, as a minimum, should meet the following block processing capacity:

34.1.1 Minimum capacity of 60 blocks per batch

34.1.2 Processing rate of at least 30 blocks per hour

34.1.3 Continuous loading capability to maintain workflow

34.1.4 Multiple block tray options

34.2. The system, as a minimum, should meet the following block compatibility:

34.3.1 Compatible with standard histology cassettes

34.3.2 Capable of processing blocks up to 37 x 24 x 14 mm as a minimum

34.3.3 Compatible with standard block cassette sizes

34.3.4 Ability to handle various cassette colours and materials

34.3. The system, as a minimum, should include the following facing parameters:

34.4.1 Adjustable facing depth (minimum range 3-10 µm)

34.4.2 Customisable thickness, cut quantity, and speed settings

34.4.3 Automated sensing of block surface orientation

34.4.4 Programmable protocols for different tissue types

34.4.5 Adjustment for different paraffin formulations

34.4. The system, as a minimum, should include the following block handling features:

34.5.1 Automated block loading

34.5.2 Secure cassette clamping mechanism

34.5.3 Precision positioning for consistent results

34.5.4 Gentle handling to prevent tissue damage

34.5.5 Automatic ejection of processed blocks

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34.5. The system, as a minimum, should include the following cutting mechanism features:

34.6.1 High-quality blade system

34.6.2 Consistent cutting force

34.6.3 Precise depth control

34.6.4 Temperature-controlled cutting environment where required

34.6.5 Vibration minimisation for clean cuts

35. Automation Features

35.1. The system shall include automated features such as:

35.1.1 Block surface angle and height measurement

35.1.2 Automatic adjustment of cutting plane based on measurements

35.1.3 Automated blade replacement

35.1.4 Waste collection system

35.1.5 Continuous monitoring of cutting pressure

35.1.6 Self-diagnostics and error detection

35.2. The system should provide data recording capabilities including:

35.3.1 Block processing statistics

35.3.2 Facing parameters used for each block

35.3.3 Quality control information

35.3.4 Integration with laboratory information systems

35.3.5 Remote monitoring capabilities

36. Safety and Quality Control

36.1. The system, as a minimum, should include the following safety features:

36.1.1 Automatic blade replacement to prevent user injury

36.1.2 Pressure monitoring to prevent excessive cutting into specimen

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36.1.3 Emergency stop controls

36.1.4 Protective covers or guards for moving parts

36.1.5 Interlocks to prevent operation when guards are open

36.2. The system, as a minimum, should include the following monitoring and quality control features:

36.3.1 Real-time monitoring of cutting parameters

36.3.2 Automatic detection of facing quality issues

36.3.3 Alerts for blade wear or other maintenance needs

36.3.4 Logging of operating parameters

36.3.5 Statistical process control capabilities

36.3. The system, as a minimum, should meet the following safety standards:

36.4.1 Ergonomic design to prevent repetitive strain injuries

36.4.2 Low noise operation

36.4.3 Minimal vibration

37. Consumables and Accessories

37.1. The system shall use standard consumables where possible, including:

37.1.1 Industry-standard microtome blades

37.1.2 Collection containers for waste

37.1.3 Common cleaning and maintenance materials

37.1.4 Widely available replacement parts

37.2. The Successful Tenderer shall provide all necessary accessories for routine operation, including:

37.3.1 Sample trays (minimum of 5)

37.3.2 Waste collection containers

37.3.3 Maintenance tools

37.3.4 Cleaning supplies which are non-standard

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37.3. Consumables Quality:

37.4.1 All consumables shall be high quality and meet or exceed industry standards

37.4.2 Materials shall be compatible with laboratory environment and chemicals used

37.4. The system, as a minimum, should include the following availability and supply features:

37.5.1 Critical consumables shall be readily available with minimal lead time

37.5.2 Multiple supply options shall be available where possible

37.5.3 Long-term availability shall be assured for the expected life of the equipment

37.5.4 Inventory management support shall be provided

38. System Monitoring and Reporting

38.1. The system shall provide comprehensive monitoring and reporting capabilities, including:

38.1.1 Block processing statistics

38.1.2 Equipment utilisation metrics

38.1.3 Maintenance records

38.1.4 Error logs

38.2. Reporting features shall include:

38.3.1 Real-time status displays

38.3.2 Export functionality in common formats

38.3.3 Scheduled reporting options

38.3.4 Exception reporting for quality issues

38.3. Monitoring capabilities shall include:

38.4.1 Remote monitoring via network connection

38.4.2 Mobile alerts for critical issues

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38.4.3 Performance trend analysis

38.4.4 Comparative analysis against established benchmarks

39. Integration and Connectivity

39.1. The system should be capable of integration with:

39.1.1 Laboratory Information Systems (LIS)

39.1.2 Other laboratory equipment and systems where appropriate

39.2. Integration capabilities should include:

39.3.1 Standard communication protocols for laboratory instruments

39.3.2 Secure data transfer mechanisms

39.3.3 Audit trails of all data exchanges

39.3.4 Error handling and recovery procedures

39.3.5 Capability to share processing information with downstream systems

40. Environmental Requirements

40.1. The system shall operate in standard laboratory conditions:

40.1.1 Temperature range: 18-26°C

40.1.2 Humidity range: 30-70% RH (non-condensing)

40.1.3 Electrical requirements: 100-240V AC, 50/60Hz

40.2. The system shall have provisions for:

40.3.1 Waste management

40.3.2 Minimal noise output (less than 70 dB)

40.3.3 Ergonomic working conditions

40.3.4 Heat dissipation

41. Maintenance and Support

41.1. The system shall be designed for:

41.1.1 Easy cleaning and maintenance

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41.1.2 Accessible components for service

41.1.3 Simple blade replacement

41.1.4 Regular preventative maintenance with minimal downtime

41.1.5 Self-diagnostic capabilities

41.2. The Successful Tenderer shall provide:

41.3.1 Comprehensive service documentation

41.3.2 Troubleshooting guides

41.3.3 Technical support

41.3.4 Preventative maintenance schedules

41.3.5 Remote diagnostic capabilities where possible

Lot 3: Automated Slide Preparation Systems

42. General Requirements

42.1. The system shall automate the process of sectioning paraffin blocks and mounting tissue sections onto glass slides.

42.2. The system shall handle the complete process from sectioning to slide drying.

42.3. The system shall be capable of continuous operation in a clinical laboratory environment.

42.4. The system shall maintain consistent section quality regardless of tissue characteristics.

42.5. The system shall be designed to minimise operator intervention while maximising section quality.

42.6. The system shall be capable of integration with laboratory information systems for sample tracking.

43. Traceability and Sample Identification

43.1. The system shall provide block and slide identification and verification at all stages of the sectioning process.

43.2. The system shall maintain full traceability from block to completed slide.

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43.3. The system shall have barcode reading capabilities for block identification and slide labelling.

43.4. Additional identification technologies (such as RFID) are desirable.

43.5. The system shall record all sectioning parameters (section thickness, number of cuts, etc.) for each processed block.

43.6. The system shall maintain an audit trail of all operations performed, including timestamps, operator identification, and process parameters.

43.7. The system shall incorporate error prevention features to minimise the risk of misidentification.

43.8. The system shall ensure correlation between block identity and slide labelling.

44. Technical Specifications

44.1. The system, as a minimum, should include the following processing capacity:

44.1.1 Block capacity of at least 24 blocks per batch, with option to expand to 96 blocks

44.1.2 Slide capacity of at least 100 slides per batch, with option to expand to 400 slides

44.1.3 Processing time of approximately 5 minutes per block (when making two sections)

44.1.4 Ability to prioritise urgent samples, this should be manually controlled and through any connected IT system.

44.2. The system, as a minimum, should include the following block and slide compatibility features:

44.3.1 Compatible with standard histology cassettes (dimensions 24 x 24 x 5 mm to 37 x 24 x 14 mm)

44.3.2 Compatible with standard microscope slides (76 x 26 x 1 mm)

44.3.3 Compatibility with various slide label types

44.3.4 Ability to handle slides with frosted ends

44.3. The system, as a minimum, should meet the following system dimensions and installation:

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44.4.1 Electrical requirements: 100-240V AC, 50/60Hz

44.4.2 Operating noise level: less than 70 dB

44.4.3 Heat output to be specified for HVAC planning

44.4. The system, as a minimum, should meet the following environmental requirements:

44.5.1 Operating temperature range: 18-26°C

44.5.2 Operating humidity range: 30-70% RH (non-condensing)

44.5.3 Air pressure range to be specified

44.5.4 Minimum clearance requirements for service access

44.5.5 Ventilation requirements if applicable

45. Sectioning Control and Quality

45.1. The system, as a minimum, should include the following sectioning parameters:

45.1.1 Adjustable section thickness (range 3-10 µm)

45.1.2 Automated block surface orientation

45.1.3 Temperature-controlled sectioning environment

45.1.4 Interval cut function for serial sectioning

45.1.5 Adjustable sectioning speed

45.2. The system, as a minimum, should include the following section quality control:

45.3.1 Monitoring of section consistency

45.3.2 Detection of folding or tearing

45.3.3 Pressure monitoring during sectioning

45.3.4 Automatic adjustment based on tissue characteristics

45.3. The system, as a minimum, should include the following sectioning technologies:

45.4.1 High-precision cutting mechanism

45.4.2 Vibration dampening for clean sections

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45.4.3 Temperature-controlled components

45.4.4 Automated blade positioning

45.4.5 Tissue surface detection capability

46. Section Mounting and Processing

46.1. The system, as a minimum, should include the following mounting and drying features:

46.1.1 Automated mounting of sections onto slides

46.1.2 Temperature-controlled stretching and drying

46.1.3 Consistent section placement on slides

46.1.4 Adjustable drying parameters

46.1.5 Quality control of mounted sections

46.2. The system, as a minimum, should include the following features for slide processing:

46.3.1 Automated slide labelling or label reading

46.3.2 Verification of slide identity

46.3.3 Tracking of slide status throughout process

47. Automation and Throughput

47.1. The system, as a minimum, should include the following automation features:

47.1.1 Adaptive sectioning based on tissue type

47.1.2 Self-cleaning functionality

47.1.3 Intelligent error recovery

47.2. The system should include the following features for throughput optimisation:

47.3.1 Batch processing capabilities

47.3.2 Continuous operation mode

48. Safety Features

48.1. The system shall incorporate safety features to prevent operator injury, including:

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48.1.1 Blade guarding mechanisms

48.1.2 Emergency stop controls

48.1.3 Protective covers for moving parts

48.1.4 Interlocks to prevent operation when guards are open

48.1.5 Warning indicators for hot surfaces

48.2. The system shall include features to protect specimens from damage:

48.3.1 Gentle handling of tissue sections

48.3.2 Detection of section adhesion issues

48.3.3 Prevention of air bubble formation during mounting

48.3.4 Monitoring of drying conditions

48.3. The system shall comply with all relevant safety standards for laboratory equipment.

49. Consumables and Accessories

49.1. The system shall use standard consumables where possible, including:

49.1.1 Industry-standard microtome blades

49.1.2 Standard microscope slides

49.1.3 Carrier tape or equivalent for section transfer

49.1.4 Common cleaning and maintenance materials

49.1.5 Standard paraffin waste collection materials

49.2. The Successful Tenderer shall provide all necessary accessories for routine operation, including:

49.3.1 Sample trays

49.3.2 Slide cassettes

49.3.3 Waste collection containers

49.3.4 Cleaning supplies

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49.3. The system, as a minimum, should include the following consumable management features:

49.4.1 Monitoring of consumable levels

49.4.2 Alerts for low consumables

49.4.3 Easy replacement procedures

49.4.4 Minimal waste generation

49.4.5 Environmentally responsible disposal options

50. Error Prevention and Recovery

50.1. The system, as a minimum, should include the following error prevention features:

50.1.1 Barcode verification of blocks and slides

50.1.2 Automated quality checks throughout process

50.1.3 Clear user instructions and warnings

50.1.4 Process validation steps

50.2. The system, as a minimum, should include the following error recovery features:

50.3.1 Automatic error detection

50.3.2 Clear error messages with suggested solutions

50.3.3 Minimal loss of work in progress during errors

50.3.4 Logging of errors for trend analysis

50.3. The system, as a minimum, should include the following monitoring features:

50.4.1 Real-time status monitoring

50.4.2 Remote diagnostics capabilities

50.4.3 Automated alerts for critical issues

50.4.4 Performance metrics tracking

50.4.5 Regular system health checks

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51. Integration and Connectivity

51.1. The system shall be capable of integration with:

51.1.1 Laboratory Information Systems (LIS)

51.1.2 Other laboratory equipment and systems where appropriate

51.2. Integration capabilities shall include:

51.3.1 Standard communication protocols for laboratory instruments

51.3.2 Secure data transfer mechanisms

51.3.3 Audit trails of all data exchanges

51.3.4 Error handling and recovery procedures

51.3.5 Capability to share processing information with downstream systems

51.3. The system shall provide data interfaces for:

51.4.1 Retrieving block information

51.4.2 Transmitting slide information

51.4.3 Sharing quality control data

51.4.4 Reporting system performance

51.4.5 Managing workflow

52. User Interface and Ergonomics

52.1. The system shall have a user interface that is:

52.1.1 Intuitive and easy to use

52.1.2 Accessible via touchscreen

52.1.3 Capable of displaying real-time process information

52.1.4 Configurable for different user preferences

52.1.5 Designed to minimise user errors

52.2. The system shall be designed with ergonomics in mind:

52.3.1 Comfortable working height

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52.3.2 Easy access to all components

52.3.3 Simple loading and unloading of blocks and slides

52.3.4 Minimal physical strain during operation

52.3.5 Good visibility of all process areas

53. Maintenance and Support

53.1. The system shall be designed for:

53.1.1 Easy cleaning and maintenance

53.1.2 Accessible components for service

53.1.3 Simple consumable replacement

53.1.4 Regular preventative maintenance with minimal downtime

53.1.5 Self-diagnostic capabilities

53.2. The Successful Tenderer shall provide the following services:

53.3.1 Comprehensive service documentation

53.3.2 Troubleshooting guides

53.3.3 Technical support

53.3.4 Preventative maintenance schedules

53.3.5 Remote diagnostic capabilities where possible

Lot 4: Storage and Archiving Systems

54. General Requirements

54.1. The system shall provide organised storage and retrieval of histological specimens, including both FFPE tissue blocks and microscope slides.

54.2. The system shall maintain full traceability of all stored items throughout their lifecycle.

54.3. The system shall interface with laboratory information systems and other automation components.

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54.4. The system shall provide secure and organised storage to prevent damage or loss of specimens.

54.5. The system shall be scalable to accommodate laboratory growth and increasing storage requirements.

54.6. The system shall protect stored specimens from environmental damage and contamination.

54.7. The system shall support efficient workflow by enabling rapid storage and retrieval operations.

55. Traceability and Specimen Identification

55.1. The system shall provide capabilities for positive identification of all stored specimens.

55.2. The system shall have barcode identification technology at minimum.

55.3. Additional identification technologies (such as RFID) are desirable.

55.4. The system shall maintain a complete audit trail of all storage and retrieval operations, including:

55.4.1 Date and time of storage/retrieval

55.4.2 Operator identification

55.4.3 Purpose of retrieval

55.4.4 Duration of specimen removal from storage

55.5. The system shall provide verification processes to ensure correct storage location.

55.6. The system shall maintain a searchable database of all stored specimens.

55.7. The system shall support efficient scanning capability for inventory management.

56. Storage Capacity and Organisation

56.1. The system shall provide the following minimum storage capacities with scalability to higher capacities:

56.1.1 For blocks: Minimum capacity of 1000 blocks

56.1.2 For slides: Minimum capacity of 5000 slides

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56.2. The system shall feature a modular, expandable design to accommodate growth.

56.3. The system shall organise specimens by laboratory-defined rules (case number, date, etc.).

56.4. The system shall utilise space-efficient storage design to maximise specimen capacity per unit area.

56.5. The system shall allow for logical grouping of related specimens.

56.6. The system shall provide visual indications of storage locations to assist with manual operations when needed.

57. Retrieval System

57.1. The system shall provide efficient specimen retrieval capabilities.

57.2. The system shall support prioritisation of urgent requests.

57.3. The system shall enable batch retrieval capabilities for related cases.

57.4. The system shall incorporate efficient retrieval algorithms to minimise time.

57.5. The system shall include manual override capabilities for emergencies.

57.6. The system should provide rapid retrieval times (target of approximately 30 seconds per item).

57.7. The system should provide visual guidance systems for retrieval assistance.

58. Environmental Control

58.1. The system shall provide temperature monitoring of the storage environment.

58.2. The system shall incorporate humidity monitoring capabilities.

58.3. The system shall protect specimens from direct sunlight and heat sources.

58.4. The system shall include contamination prevention features.

58.5. The system should be able to log climate data.

58.6. The system should provide automated alerts for environmental parameter deviations.

58.7. The system should provide remote environmental monitoring capability.

59. System Management

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59.1. The system shall include inventory management software with the following features:

59.1.1 User-friendly search interface

59.1.2 Specimen location tracking

59.1.3 Usage statistics and analytics

59.1.4 Archiving policies management

59.1.5 Various management interfaces (desktop, web-based, etc.)

59.2. The system shall support mobile application interfaces for remote management where desirable.

59.3. The system shall maintain full access logging and audit trail capabilities.

59.4. The system shall generate alerts for storage capacity thresholds.

59.5. The system shall provide reporting capabilities for inventory status and usage patterns.

59.6. The system shall support scheduled backups of inventory data.

60. Block-Specific Storage Requirements

60.1. The system, as a minimum, should provide the following features in its block storage design:

60.1.1 Appropriate storage infrastructure for standard histology cassettes

60.1.2 Protection from physical damage

60.1.3 Prevention of paraffin block deformation due to temperature

60.1.4 Organised accessibility for easy identification

60.1.5 Contamination prevention between stored blocks

60.2. The system, as a minimum, should provide the following features in its block organisation:

60.3.1 Is able to store blocks by case or specimen type

60.3.2 Can be flexible in its organisation schemes to align to different laboratory workflows

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60.3.3 Allows visual indexing capabilities

60.3.4 Supports different cassette types and sizes

60.3.5 The system can accommodation for oversized blocks where necessary

60.3. The system, as a minimum, should provide the following features in its block retrieval:

60.4.1 Has mechanisms to prevent block damage during retrieval

60.4.2 Is able to identify blocks that have left storage

60.4.3 Is able to track block removal frequency

60.4.4 Manages any blocks requiring additional processing

60.4.5 Notification when blocks are out of storage beyond preset time limits

61. Slide-Specific Storage Requirements

61.1. The system, as a minimum, should provide the following features in its slide storage design:

61.1.1 Appropriate storage infrastructure for standard microscope slides

61.1.2 Protection from breakage and scratching

61.1.3 Prevention of dust contamination

61.1.4 Protection from fading due to light exposure

61.1.5 Features to prevent slide-to-slide contact damage

61.2. The system, as a minimum, should provide the following features in its slide organisation:

61.3.1 Ability to store slides by case, stain type, or other parameters

61.3.2 Supports different slide types (frosted, specialty coated, etc.)

61.3.3 Accommodation of coverslipped and non-coverslipped slides

61.3.4 The system has special handling for immunofluorescence or other light-sensitive slides

61.3.5 Provides different organisation options for teaching or research collections

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61.3. The system, as a minimum, should provide the following features in its slide retrieval:

61.4.1 Gentle handling mechanisms to prevent slide damage

61.4.2 Prevention of fingerprint contamination

61.4.3 Management of slides requiring additional staining or processing

61.4.4 Tracking of slide usage for quality control purposes

61.4.5 Support for slide tray loading for batch microscopy

62. Integration and Connectivity

62.1. The system shall be capable of integration with:

62.1.1 Laboratory Information Systems (LIS)

62.1.2 Other laboratory equipment and systems where appropriate

62.2. Integration capabilities shall include:

62.3.1 Standard communication protocols

62.3.2 Secure data transfer mechanisms

62.3.3 Audit trails of all data exchanges

62.3.4 Error handling and recovery procedures

62.3.5 Capability to share specimen location and status information

62.3. The system shall provide data interfaces for:

62.4.1 Retrieving specimen information

62.4.2 Updating specimen status

62.4.3 Managing retrieval requests

62.4.4 Reporting inventory status

62.4.5 Supporting archiving workflows

63. Maintenance and Support

63.1. The system shall be designed for:

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63.1.1 Easy cleaning and maintenance

63.1.2 Accessible components for service

63.1.3 Modular construction for component replacement

63.1.4 Regular preventative maintenance with minimal disruption

63.1.5 Self-diagnostic capabilities

63.2. The Successful Tenderer shall provide the following services:

63.3.1 Comprehensive service documentation

63.3.2 Preventative maintenance schedules

63.3.3 Technical support

63.3.4 Spare parts availability guarantees

63.3.5 Software updates and support

Lot 5: Block Transportation Systems

64. General Requirements

64.1. The system shall automate the transport of FFPE blocks between laboratory workstations including embedding, microtomy, and storage areas.

64.2. The system shall be adaptable to various laboratory layouts and configurations.

64.3. The system shall be reliable with minimal downtime to support continuous laboratory operations.

64.4. The system shall support laboratory workflow optimisation through efficient block distribution.

64.5. The system shall preserve the integrity and quality of tissue blocks and samples during transport.

64.6. The system shall provide secure transport to prevent loss or damage of specimens.

65. Traceability and Sample Identification

65.1. The system shall maintain complete traceability of blocks during transport between workstations.

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65.2. The system shall verify block identity at sending and receiving stations.

65.3. The system shall log all transport events including time, origin, destination, and operator information.

65.4. The system shall support barcode identification at minimum, with additional technologies such as RFID being desirable.

65.5. The system shall prevent dispatch of blocks without positive identification.

65.6. The system shall record block status changes throughout the transport process.

66. Transport Mechanism

66.1. The system shall provide secure transport mechanisms to prevent block damage during movement.

66.2. The system shall achieve appropriate transport speeds to support laboratory workflow requirements.

66.3. The system shall operate quietly (maximum 65 dB) to maintain a comfortable laboratory environment.

66.4. The system shall be energy-efficient in design and operation.

66.5. The system shall be capable of handling varying transport distances based on laboratory layout.

66.6. The system shall include appropriate safety mechanisms to ensure secure specimen transport.

67. Station Design and Operation

67.1. The system shall incorporate efficient loading and unloading stations or handover points.

67.2. The system shall provide user-friendly interfaces at all transport interaction points.

67.3. The system shall include status indicators for system operation and transport status.

67.4. The system shall incorporate error detection and notification capabilities.

67.5. The system shall include manual override capabilities for emergency situations.

67.6. The system shall provide visual and/or audible confirmation of successful dispatch and receipt.

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67.7. The system shall support both single-block and batch transport capabilities.

68. System Configuration

68.1. The system shall provide the ability to prioritise urgent deliveries.

68.2. The system shall include operational continuity during partial maintenance.

68.3. The system shall be scalable and flexibility to adapt to different laboratory workflows.

69. Block Distribution and Management

69.1. The system shall support rules-based distribution based on criteria such as:

69.1.1 Tissue type

69.1.2 Technician assignment

69.1.3 Urgency level

69.1.4 Processing requirements

69.1.5 Destination availability (load balancing)

69.2. The system shall enable small batch delivery to manage workload at receiving stations.

69.3. The system shall incorporate queue management for optimal workload distribution.

69.4. The system shall generate analytics for transport process optimisation.

70. System Integration

70.1. The system shall be compatible with laboratory information systems for transport request management.

70.2. The system shall interface with block storage systems for automated retrieval and return.

70.3. The system shall communicate with traceability solutions for continuous specimen tracking.

70.4. The system shall integrate with embedding and sectioning systems for workflow optimisation.

70.5. The system shall provide APIs for custom integration requirements.

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70.6. The system shall support standard communication protocols used in laboratory environments.

70.7. The system shall enable integration with laboratory scheduling systems where applicable.

71. Safety and Reliability

71.1. The system shall incorporate appropriate safety mechanisms during transport.

71.2. The system shall include specimen tracking at all points in the transport process.

71.3. The system shall provide continuous system status monitoring.

71.4. The system shall feature automated fault detection with alerts.

71.5. The system shall include backup power capability for critical components.

71.6. The system shall have fail-safe mechanisms to prevent specimen loss during power or system failures.

71.7. The system shall comply with all relevant safety standards for laboratory equipment.

72. User Interface and Controls

72.1. The system shall provide intuitive user interfaces at all stations that include:

72.1.1 Clear dispatch and receipt controls

72.1.2 Status indicators and notifications

72.1.3 Error messages with suggested resolutions

72.1.4 Transport history and tracking information

72.1.5 System status monitoring

72.2. The system shall support different user access levels with appropriate permissions.

72.3. The system shall enable remote monitoring of system status via network connection.

72.4. The system shall provide mobile alerts for critical issues where desirable.

72.5. The system shall include administrator interfaces for system configuration and management.

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73. Maintenance and Support

73.1. The system shall be designed for easy maintenance with accessible components.

73.2. The system shall support preventative maintenance routines with minimal system downtime.

73.3. The system shall provide self-diagnostic capabilities for troubleshooting.

73.4. The system shall alert users to required maintenance based on usage metrics.

73.5. The system shall include comprehensive documentation for operation and maintenance.

73.6. The Successful Tenderer shall provide technical support and maintenance services.

74. Performance Monitoring

74.1. The system shall provide performance monitoring capabilities including:

74.1.1 Transport success rates

74.1.2 Delivery time metrics

74.1.3 System availability statistics

74.1.4 Error frequency and types

74.1.5 Station utilisation data

74.2. The system shall generate regular performance reports for system optimisation.

74.3. The system shall track maintenance needs based on component usage.

74.4. The system shall monitor transport system condition and alert when maintenance is needed.

75. Installation and Integration Requirements

75.1. The Successful Tenderer shall provide detailed installation requirements including:

75.1.1 Spatial requirements for the transport system

75.1.2 Structural support needs if applicable

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75.1.3 Power and network connectivity requirements

75.1.4 Station placement guidelines

75.1.5 Safety clearance requirements

75.2. The Successful Tenderer shall conduct a thorough site assessment prior to installation.

75.3. The Successful Tenderer shall provide comprehensive integration documentation for connection with existing laboratory systems.

75.4. The Successful Tenderer shall minimise disruption to laboratory operations during installation.

Lot 6: Aggregated Lot

76.1. Lot 6 – Aggregation of Lot option (1-5) is designed to accommodate suppliers who can offer more than one lot service provision, combining them under a single agreement. This approach ensures that the Participating Authorities have access to a variety of services either from a single supplier or a cooperative of suppliers, enhancing the convenience and adapting a solution to their needs.

76.2. The call-off Award Contract for this lot is exclusively for Direct Award and Mini-Competition.

76.3. Integrating a bundled provision into this framework agreement can increase efficiency, cost-effectiveness, and satisfaction for both Suppliers and Participating Authorities.

76.4. The aim is to provide a route to aggregate lots option (from lots 1, 2, 3, 4 and/or 5), to achieve the following key objectives:

76.4.1 Cost efficiency – providing Participating Authorities with cost savings by incorporating provisions.

76.4.2 ‘One Stop Shop’ for our Participating Authorities to award multiple lot requirements to a Prime Vendor.

76.4.3 To provide Participating Authorities with the opportunity to access a variety of services across the 5 Lots from a single or multiple suppliers.

76.4.4 Flexibility and customisation – Provide our Participating Authorities the opportunity to adapt their requirements for the uncertain and enhance and bring in innovation.

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Part A – Direct Delivery

Not Used

Part B – Logistics

Not Used

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Schedule 7

Ordering Procedure, Award Criteria and Order Form

1 Ordering Procedure, Award Criteria and Order Form

1.1 Where the Participating Authority wishes to make a Contract under the terms of the Framework the Participating Authority must place an Order with the Supplier in accordance with this Schedule 7 of this Framework.

1.2 **Logistics - Not used - paragraph 1.2 only**

1.2.1 Where the Participating Authority wishes to make a Logistics Contract under the terms of the Framework in accordance with Schedule 8], the Participating Authority must place an Order by either:

1.2.2 awarding its Standard Goods and Services requirements in accordance with the terms laid down in this Framework without reopening competition in which case the Order shall be sent from the Participating Authority to Logistics Sub-Contractor via the Logistics Sub-Contractor Ordering Procedure. If the Logistics Sub-Contractor's Ordering Procedure is unavailable for any reason whatsoever (preventing the Participating Authority from issuing the Order to via the Logistics Sub-Contractor's Ordering Procedure) the Participating Authority shall send the Order via fax, email to the nominated contact person at the designated Logistics Sub-Contractor; or

1.2.3 awarding its Competed Goods and Services requirements (where all the terms are not laid out in this Framework) following a mini-competition conducted by the Authority on the Participating Authority's behalf in accordance with the requirements of this Framework, the Regulations and the Guidance and the procedure to be followed on the Authority's BravoSolutions portal accessible at https://healthtrusteurope.bravosolution.co.uk.

1.3 Subject to paragraph 1.6 of this Schedule 7, any Participating Authority ordering Competed Services under the Framework shall instruct the Authority to conduct the Mini Competition on its behalf and shall provide the Authority with all information and assistance that it may reasonably require to enable the Authority to:-

1.3.1 (if applicable) identify the relevant Lot which the Participating Authority's Competed Goods and Services requirements fall into;

1.3.2 identify all Suppliers party to the relevant Lot under the Framework with the Authority to supply the Goods that are capable of performing the Contract for the Competed Goods and Services requirements ("**Framework Suppliers**");

1.3.3 supplement and refine the Contract only to the extent permitted by and in accordance with the requirements of the Law;

1.3.4 invite tenders by conducting a mini-competition through the Authority's Bravo Portal and an E-Auction may also be utilised for its Competed Goods and Services requirements in accordance with the Law and in particular:

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(i) notify Framework Suppliers capable of performing the Contract for the Competed Goods and Services requirements and invite them within a specified time limit to submit a tender in writing for each specific contract to be awarded;

(ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and

(iii) keep each tender confidential until the expiry of the time limit for the receipt by it of tenders;

(iv) to carry out a mini competition exercise and may utilise an E- Auction where Framework Suppliers compete online using the E- Auction portal and in 'real time', providing prices for the goods or services under auction. Bid visibility is provided through ranking and/or position. All tenderers that have submitted admissible tenders shall be invited simultaneously to participate in the E- Auction on the relevant date and time specified in the ITT.

(v) The E- Auction may take place in several successive phases and shall start only after 2 Working Days after the date on which invitations are sent out. The invitation shall be accompanied by the outcome of a full evaluation of the relevant tender carried out in accordance with the weighting provided for in s23(3)(b)(i) of the Procurement Act 2023

(vi) The Framework Suppliers/("**bidders**") will participate in the live bid for the duration that is set out in ITT Guidance documentation. The bidders hereby agree to the E-Auction User Terms to participate in the E- Auction. The only visibility to bidder will be the rank whilst bidding. E- Auction Portal does not allow a bidder to bid at the same price as another bidder and this restriction is electronically managed. There will be helpline available to bidders for any queries whilst bidding and if in the event of any incorrect entry, the E-Auction portal has provisions to pause the bid to all bidders until the error is rectified.

(vii) The highest rank of the bidder will be based on the lowest price. The automatic rankings are ascertained by [unit price x quantity] for [the year] and the bidder with the lowest price offering is ranked for that particular lot. If there are multiple lots, an overall ranking is also derived by the E- Auction Portal. Regardless of the rankings, any award decision will made by the Participating Authority in accordance with the criteria set out in the ITT.

(viii) The Authority reserves the right to vary the process set out above provided the varied process complies with the Procurement Act 2023 and the Procurement Regulations 2024.

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1.3.5 apply the Competed Goods and Services Award Criteria (as set out in Schedule 7) to the Framework Suppliers' compliant tenders submitted through the mini-competition as the basis of its decision to award a Contract for its Competed Goods and Services requirements; and

1.3.6 the Participating Authority will then award its Competed Goods and Services requirements by placing an Order with the successful Framework Supplier using an Order Form in the format set out in Appendix 7B.

1.4 The Supplier agrees that all tenders submitted by the Supplier in relation to a mini-competition held pursuant to this Schedule 7 of this Framework shall remain open for acceptance for thirty (30) days (or such other period specified in the invitation to tender issued by the Authority in accordance with the Ordering Procedure).

1.5 Notwithstanding the fact that the Authority on the Participating Authority's behalf has followed the procedure set out above in this Clause 1, the Participating Authority shall be entitled at all times to decline to make an award for its requirements and will not be obliged to place an Order with the Supplier.

1.6 Subject to the Authority's consent (such consent to be at the absolute discretion of the Authority), the Participating Authority may run their own Mini Competition when ordering Competed Services under the Framework. The Participating Authority acknowledges and agrees that in undertaking any Mini Competition, it shall:

1.6.1 conduct the Mini Competition and the subsequent award and conclusion of contract(s) with successful bidder(s) at its own risk;

1.6.2 strictly adhere to the requirements of the Procurement Act 2023 and Procurement Regulations 2024; and

1.6.3 for the duration of the Mini Competition, up to the award and conclusion of contract(s) with successful bidder(s), indemnify and keep the Authority indemnified against all losses, damages, costs or expenses and other liabilities (including reasonably incurred legal fees) against the Authority arising out of or in connection with its failure to comply with the Procurement Act 2023 or Procurement Regulations 2024 including (without limitation) in respect of any extension or variation to any awarded contract.

2 Responsibility for Awards

2.1 The Supplier acknowledges that each Participating Authority is independently responsible for the conduct of its award of Contracts under the Framework and that the Authority, notwithstanding any other provisions in the Framework, is not responsible or accountable for and shall have no liability whatsoever caused or howsoever incurred in relation to:

2.1.1 the conduct of Participating Authorities in relation to the Framework; or

2.1.2 the performance or non-performance of any call-off Contracts between the Supplier and Participating Authorities entered into pursuant to the Framework.

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2.1.3 and each Participating Authority and/or the Supplier (as the case may be) shall each separately and independently fully indemnify and keep fully indemnified the Authority on demand at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses and all interest on demand, penalties and other reasonable costs and expenses suffered or incurred by the Authority arising from any breach by the Supplier or any Participating Authority (as the case may be) of this Clause 2 or for non- compliance with the Framework.

3 Order Form for Direct Award

3.1 Subject to Clauses 1.1 to 1.5 above, each Participating Authority may place an Order for Standard Goods and Services with the Supplier using the Award criteria referred to in Appendix 7B and using an Order Form in the format set out in Appendix 7A (and which is available for sign-up on the Authority's designated portal) or by serving an order by email, facsimile or through such internet based e-commerce system that the Parties may have in place or such similar or analogous form agreed with the Supplier, provided always that such forms contain as a minimum the information set out in Appendix 7A .

3.2 The Order shall contain the following information (such format being the "**Order Form**" for the purposes of Orders of Standard Goods and Services pursuant to this Framework):

3.2.1 HealthTrust Europe Framework reference number;

3.2.2 Goods required;

3.2.3 Commencement/Delivery Dates;

3.2.4 Contract Price;

3.2.5 Locations at which Goods are to be delivered or Services/Works are to be performed; and

3.2.6 Any performance or quality standards.

3.3 <u>Accepting and Declining Orders</u>

3.3.1 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the relevant Participating Authority and notified to the Supplier electronically at the same time as the submission of the Order (which in any event shall not exceed three (3) Business Days) acknowledge receipt of the Order and either:-

(i) notify the Participating Authority that it declines to accept the Order; or

(ii) notify the relevant Participating Authority that it accepts the Order.

3.4 The Supplier, in agreeing to accept Orders pursuant to Clause 3.3 above shall enter a Contract with the relevant Participating Authority for the supply of Goods referred to in that Order. A Contract shall be deemed to be formed on the Participating Authority's receipt of confirmation of acceptance of the Order from the Supplier.

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3.4.1 If:

(i) the Supplier notifies the Participating Authority that it declines to accept an Order; or

(ii) the time-limit referred to in Clause 3.3 has expired;

(iii) then the offer from the Participating Authority to the Supplier shall lapse.

4 Non-compliance

4.1 The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Schedule 7 of this Framework shall not constitute an Order under this Framework.

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Schedule 7A Order Form for Standard Goods and Services - Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework for the Anatomical Pathology Automation (reference number: [INSERT REFERENCE NUMBER]) dated [INSERT FRAMEWORK DATE].

Lot 1: Automated Tissue Embedding Systems

Lot 2: Tissue Block Facing Systems

Lot 3: Automated Slide Preparation Systems

Lot 4: Storage and Archiving Systems (for both blocks and slides)

Lot 5: Block Transportation Systems

Lot 6: Aggregated Lot

The Customer	***[full name], [address].***
The Supplier	***[full name], [address].***
HealthTrust Europe Contract Reference	

The Supplier and the Customer hereby agree as follows:

1 The Customer wishes to enter into a Contract in respect of the Services pursuant to the Framework between MSE and the Supplier dated [INSERT DATE] (the "Framework").

2 The Contract incorporates, and the Supplier agrees to abide by, the following documents:

2.1 The Specification of the Authority's requirements as appended to Appendix 1 to Schedule 7A overleaf;

2.2 The Contract Price, as appended at Appendix 2 to Schedule 7B overleaf;

2.3 The Call-Off Terms and Conditions set out at Appendix A to the Framework (including the front page and all Schedules thereto).

2.4 The Customer acknowledges and agrees that the Supplier is subject to an activity based income (**ABI**) management charge in relation to any Orders placed by the Customer under the Framework.

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2.5 The Customer and the Supplier agree that (in addition to the HealthTrust Europe 's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

3 The Commencement Date of the Contract shall be [date].

4 The Term of this Contract shall be [initial term of years] years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2, provided that the duration of this Contract shall be no longer than [insert total years including extension options] years in total.

5 **Data Protection**

5.1 The Customer and the Supplier acknowledge it is their responsibility to carry out a data protection impact assessment as amended or modified ("**DPIA**") in accordance with the GDPR and they shall enter into the necessary data protection related agreement if the DPIA determines they need to. For the avoidance of doubt, HealthTrust Europe's services do not extend to work involving DPIA's and data protection agreements arising thereunder and **HealthTrust Europe LLP accepts no responsibility in relation to the data protection issues between the Parties**. It is the responsibility of each of the Customer and the Supplier to ensure they are legally compliant with Data Protection Legislation and not HealthTrust Europe LLP.

5.2 The Parties acknowledge they have read, understood and agree to the data protection provisions set out in Schedule 3 Information and Data Provisions of Appendix A Call Off Terms and Conditions for the Provision of Services.

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

6 The Customer may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.

7 **The provision of Goods and Services**

7.1 [The Services Commencement Date shall be [date]]. [The Long Stop Date for the commencement of provision of the Goods and Services shall be [date].]

7.2 The Services shall be provided and [Goods and Services] delivered by the Supplier at the Premises and Locations listed below:

7.2.1 [location]

7.2.2 [location]

7.2.3 [location]]

7.3 The Supplier shall implement the Goods and Services in accordance with the Implementation Plan appended in Schedule 11 of this Contract

7.4 The provision of access by the Customer to the Supplier to the Premises and Locations shall be subject to the lease and/or licence appended at Schedule 12

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8 [Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Schedule 13 shall apply to such transfer/Not used.]

8.1 [Should the Customer terminate this Contract in accordance with this Clause, then the Customer shall pay to the Supplier the termination sum calculated in accordance with Schedule 15 /**Not used**.]

8.2 [If the Supplier is unable to provide the Services, then the Customer shall be entitled to exercise Step In Rights set out in Schedule 14/Not Used]

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

9.1 for the Customer:

[insert name and role].

for the Supplier:

[insert name and role].

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

10.1 for the Customer:

[complete name and/or role and address].

for the Supplier:

[complete name and/or role and address].

11 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

Signed by the authorised representative of THE CUSTOMER

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Name:	.....	Signature:	.....
Position:	.....	Date:	.....

AND

Signed by the authorised representative of THE SUPPLIER

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

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Appendix 1

Authority Specification

[insert Specification, KPI's and SLA requirements]

Part 1: Specification

[Relevant suggested Specification provisions for consideration include but are not limited to:

- **The Equipment Functionality**
- **The Software Functionality**
- **Integration / Interfacing**
- **Contract Management**
- **Technical Support**
- **Quality Management**
- **Data Security**
- **Added Value / Innovation**
- **Performance Management]**

Part 2: Key Performance Indicators & Remedies

This Part 2 of Appendix 1 sets out, and performance of this Contract is subject to:

a) The KPI's against which the Supplier shall deliver the Goods and/or Services; and

b) The method by which the Suppliers performance under the Contract will be monitored.

1. Key Performance Indicators

1.1 The Supplier is required to manage the Goods and/or Services in such a way as to meet the KPIs.

1.2 The KPIs relating to this Contract are as follows [to be agreed between the Parties at Call-Off Contract award (*KPI's below are just suggested*)]: -

Name	Description	KPI Target	Measurement	Event Grading

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Intake of Pathology Samples	Pathology Samples must be registered and available on the Participating Authorities Inventory for linking and/or retrieval within [XX hours] of receipt by the Supplier.	[XX.XX%]	**Measured By:** the Supplier. **Measurement Method:** The time from when the Pathology Sample arrives in the Suppliers workflow to when it is available upon the Participating Authorities Inventory.	**Amber: [XX.XX% - XX.XX%]** **Red: [XX.XX% - XX.XX%]** **Black: [less than XX.XX%]**
Individual Equipment Availability	The cumulative time over a 3-month period during which the individual elements of the System supplied to site are available to undertake the full volume specified in the forecast workload or perform its intended function. This figure will be expressed as a percentage of quarterly expected uptime.	XX.XX%	**Measured by:** the Supplier **Measurement Method:** from the point that a call is made by the trust to the Supplier specifying that there is a fault, to the point that full functionality of the system is restored or can be restored by the Trust, unless otherwise stipulated in the Schedule. Downtime includes all hours affected	**Amber: [XX.XX% - XX.XX%] %** **Red: [XX.XX%- XX.XX%]** **Black: less than XX.XX%]**

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			and not just working hours	
Engineer Response Time (Equipment Unavailable)	An engineer shall attend the Authority Premises within 6 Working Hours or within 16 Hours whichever is shorter, of a call being received by the Contractor stating there is a fault with the System and it is Unavailable. All faults requiring engineer attendance to be included, unless agreed by the laboratory at the point of first reporting.	0 Occurrences over 6 Working Hours or within 16 hours whichever is shorter.	**Measured by:** the Supplier **Measurement Method:** from the end of the call made by Trust to the Supplier specifying there is a fault and it is agreed an engineer is required, to the point the engineer arrives on Site.	
Management Information	Management information reports must be provided to the Participating Authority within	[100.00%]	**Measured By:** the Supplier. **Measurement Method:** The	**Amber: [XX.XX% - XX.XX%]** **Red: [XX.XX% - XX.XX%]**

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	5 Business Days of the end of each [Quarter / Month].		date that the management information reports are received in relation to the end of the [quarter / month].	**Black: [less than XX.XX%]**

2 Monitoring Performance

2.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

2.2 The Supplier shall provide the Authority with a [monthly/ quarterly] performance report detailing its performance in respect of each of the Service Levels.

2.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.

2.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.

2.5 The Authority and the Supplier shall review the KPIs every three (3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

3 Service Level Failure

A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against [two] KPIs
Black Event	Registered against [one] KPI

4 Service Credits

4.1 If there is a Service Level Failure, the Supplier shall:

notify the Authority immediately of the Service Level Failure;

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otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below ("Service Credits");

provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("Remediation Plan");

deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and

carry out the actions identified in Remediation Plan in accordance with its terms.

4.2 Other than in the following circumstances:

Any negligent act or omission of the Authority;

Any breach of an express provision of this Contract by the Authority;

Any Force Majeure Event;

4.3 If there is a Service Level Failure, the Authority shall be entitled to a Service Credit equal to 2% of the Contract Price (based on the Fixed, Semi Fixed and Variable Costs), payable for affected service element(s) in that Month period.

4.4 Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

4.5 The aggregate Service Credits for any month shall be capped at three (3) Service Credits or 6% of the Contract Price payable for that month.

"**Relief Event**" means:

(i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;

(ii) any negligent act or omission of the Authority;

(iii) any Force Majeure Event.

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Appendix 2

Contract Price

1. The Contract Price

1. *[The cost components will be updated appropriately dependent on the nature of the payment profile for each call-off contract]*

1.1 The Contract Price shall be comprised of the following [three (3)] components (such costs being clearly designated within the Tender Response):

1.1.1 [Fixed Costs;

1.1.2 Semi Fixed Costs; and

1.1.3 Variable Costs.]

1.2 [The "**Fixed Costs**" shall be the fixed cost of the provision of any elements where the full cost is known by the Parties as at the Effective Date for the duration of the Term. Fixed Costs shall be fixed for the duration of the Term.]

1.3 [The "**Semi Fixed Costs**" shall be any cost elements where the costs are known as at the Effective Date but may vary during the Term. Semi Fixed Costs shall be subject to Clause 4 (Price Efficiencies) of this Appendix. Semi Fixed Costs shall be fixed for the first year, following such time it shall be subject to an annual review subject to Clause 3 (Price Review).]

1.4 [The **"Variable Costs**" shall be (i) any Service Credits payable by the Supplier to the Authority pursuant to Appendix 1 Specification, KPI's and SLA Requirements; (ii) the price for [each case] performed by the Supplier as part of the Services and (iii) any other costs which may by their nature vary in volume during the Term. Although the volume may vary during the Term, the cost charged by the Supplier for each element of the Services shall not exceed the cost for each element of the Services included in the Supplier's Tender Response, and shall be subject to Clause 4 (Price Efficiencies) and Clause 5 (New Services). The Variable Costs shall be fixed for the first year, following such time it shall be subject to an annual review subject to Clause 3 (Price Review).]

1.5 All of the above Prices are set out in this Appendix 2 Contract Price.

2. Price Review

2.1 The Supplier may request that Semi Fixed Costs and/or the Variable Costs be reviewed after the first year provided that they provide [three (3) months] advance written notice requesting such review. The Supplier must provide evidence of cost changes in order to substantiate any price review request.

2.2 If the Authority agrees to a Price increase in favour of the Supplier, Prices shall be increased by a percentage not greater than the Index over the period of twelve (12) Months ending on the date in which the review is conducted. In the event that the Authority does not agree to a Price increase it shall provide its reasons in writing and request further substantiation for the proposed Price increase. Provided the Supplier can fully justify the proposed Price increase to the Authority's reasonable satisfaction the Price increase shall take effect from the beginning of the following month.

2.3 [If the percentage increase in the Index over the period of twelve (12) Months ending

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on the Review Date is less than 2%, no Price increase shall apply. This percentage rise is capped at a maximum of 5% per annum.]

2.4 For the purposes of this Clause, the **"Index"** means the General Index of Consumer Prices (CPI) as published by the Office of National Statistics or any index replacing the same.

3. Price Efficiencies

3.1 The Authority is required, in line with NHS policies, to make on-going annual efficiency savings. The Supplier will use all reasonable endeavours to identify efficiencies and submit proposals to the Authority to be reflected in reductions to prices or as agreed between the parties.

3.2 The Supplier will submit price efficiency proposals at least one hundred and twenty (120) days before the end of each year following the Services Commencement Date for consideration by the Authority. The Authority will respond to the efficiency proposals within thirty (30) days. If price efficiency is agreed then it will be applied from the agreed date on which the efficiency can be implemented.

4. New Services

4.1 In the event that newly designed Service become available, the Supplier should at the Authority's request set out in an open book manner its approach to delivering these Services, with a priced quotation per Service. Upon receipt of the quotation, the Authority will either accept the price offered or reserve the right to seek such processing elsewhere at a cheaper price than that proposed by the Supplier. However before switching to the alternative supplier for that new Service the Authority shall first give the Supplier the option of providing the Service (with a comparable specification to that proposed by the alternative supplier) at the lower price.

5. Payment

5.1 Payment by the Authority of the Price shall commence upon the Service Commencement Date. The Price shall be invoiced on a monthly basis from such date as follows:

5.1.1 Fixed Costs: The Supplier shall invoice the Authority for the Fixed Costs [as each element becomes operational following [each Service Commencement Date] and the any System Testing set out in the Appendix 4 Implementation Plan, Site, Service and Commencement]. [Such Fixed Costs shall be prorated for each month of the Term (or extended Term pursuant to Clause 5) (i.e. the annual cost shall be divided by 12).]

5.1.2 Semi Fixed Costs: The Supplier shall invoice the Authority for the annual cost of the Semi Fixed Costs as prorated for each month of the Term (i.e. the annual cost shall be divided by 12).

5.1.3 Variable Costs: The Supplier shall invoice the Authority the volume of Variable Costs carried out during the preceding month in arrears, as well as any Service Credits or other relevant Variable Costs during such previous month period.

5.2 The monthly invoices shall be rendered on the Supplier's own invoice form and must show:

5.2.1 the Supplier's invoice number;

5.2.2 the period to which the monthly invoice relates;

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5.2.3 any VAT payable;

5.2.4 an itemised statement detailing the Goods and/or Services provided to the Authority that Month;

5.2.5 the quantity and price of Goods and/or Services broken down by unit where relevant;

5.2.6 the relevant charging rates in accordance with the Price;

1.1 Failure to provide such information will entitle the Authority to delay payment until such information is provided.

5.3 Subject to Clause 6.10, the Authority shall pay the valid and undisputed invoices for payment submitted by the Supplier and/or any Approved sub-contractor party in the relevant monthly invoice within 30 days of receipt of such invoice. The Authority shall pay such invoice(s) by BACS (Bank Automated Clearing System) if the Authority so chooses or any alternate means as agreed between the Authority and the Supplier.

5.4 In the event of dispute the Authority may only withhold that part of the payment that relates to the disputed matters and the payment of undisputed sums remain payable in the normal way.

5.5 If the Authority disputes an invoice, the Authority shall within fifteen (15) Business Days of receipt by the Authority of the invoice, give written notice to the Supplier stating any amounts claimed by the Supplier which the Authority:

5.5.1 objects to and is seeking to withhold; and/or

5.5.2 is entitled to deduct in accordance with any other provision of the Contract (including, where the performance of the Supplier does not meet the Performance Standards in accordance with any KPI's set our in Appendix 1; and

5.5.3 the ground(s) for withholding or deducting (as appropriate) such payment and the amount attributable to each ground.

5.6 Within ten (10) Business Days of receipt of the written notice, the Supplier shall give written notice to the Authority confirming, in respect of each amount which the Authority is proposing to withhold, whether the Supplier:

5.6.1 agrees the amount should be deducted; or

5.6.2 disputes the deduction.

5.7 For the avoidance of doubt, if the Supplier fails to respond within ten (10) Business Days of receipt of the Payment Notice, the Supplier shall be deemed to have accepted the proposed deductions.

5.8 Where an amount should be deducted, the Supplier shall include such deduction in the next monthly invoice.

5.9 Where any amounts in the monthly invoice are disputed, the dispute shall be referred to the Dispute Resolution Procedure set out in Clause 22 of Schedule 2 of the Call Off Terms and Conditions in Appendix A of the Framework Agreement within five (5) Business Days of the Authority receiving written notice from the Supplier under paragraph 6.5.

5.10 The Authority shall pay all disputed amounts claimed by the Supplier within ten (10) Business Days of the relevant dispute being resolved in accordance with the Dispute

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Resolution Procedure where the Supplier's claim has been upheld following such dispute. The Authority shall pay such amounts by BACS (Bank Automated Clearing System) or any alternate means as agreed between the Authority and the Supplier.

5.11 The Authority shall be entitled to deduct from any monies due or to become due to the Supplier any undisputed monies owing to the Authority from the Supplier including any liability, damage, loss, charge or expense which the Authority has incurred in consequence of any breach by the Supplier of this Contract.

6. Records

6.1 The Supplier will keep accurate books and records in relation to the provision of the Goods and/or Services in accordance with sound and prudent financial management. All such books and records, insofar as they relate to the Goods and/or Services and are not subject to any confidentiality and/or data protection obligations, shall be made available to each Authority and any person authorised by the Authority, on giving reasonable prior notice to the Supplier.

Product Code	Goods / Service	Description	Quantity	Unit Price	Total Price	Cost Type (Fixed/Semi-Fixed/Variable)	Payment Profile
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]

[insert pricing matrix including the following where applicable:

1. **Price [*per item, software, hardware or deliverable]***
2. **Payment Schedule (including invoice dates and addresses)**
3. **Annual Maintenance and Support charges**
4. **Training Charges**
5. **Contract Change Charges**
6. **Charges for Business Continuity/Disaster Recovery Service**
7. **Any other chargeable Goods and/or Service]**

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Appendix 3

[Change Control Process**/Not used.]**

[insert Participating Authority CCP if required OR insert CCP from Framework Agreement]

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Appendix 4

[Implementation Plan**/Not used.]**

Implementation Plan, Site, Service and Commencement

1. The Supplier agrees to:

   1.1. deliver and install the [Goods and/or Services] at the Site(s);

   1.2. integrate the [Goods and/or Services] and Authority's software or system;

   1.3. carry out, in conjunction with the Authority, any testing requirements; and

   1.4. ensure the [Goods and/or Services] are operational by the Service Commencement Date;

   on the terms and conditions set out in this Contract.

2. The Supplier shall:

   2.1. provide maintenance and support in accordance with this Appendix 14 of this Contract;

   2.2. provide training in accordance with Appendix 14 and this Appendix 4;

   2.3. make available to the Authority suitably qualified personnel to carry out such tasks on a consultancy basis concerning the Work as the Authority may specify;

   2.4. provide the Authority with disaster resources and business continuity services in accordance with this Contract including Appendix 15.

3. The Supplier shall carry out implementation with reasonable diligence and despatch, and with reasonable skill and expertise, to provide the [Goods and/or Services] to meet the Specification and Tender Response Document by the Service Commencement Date.

4. In [performing the Services and/or providing the Goods], the Supplier shall comply with the Authority's reasonable instructions to ensure minimal disruption to ensure the Authority can continue as business as usual.

5. Both parties shall perform their obligations under this agreement in accordance with the Implementation Plan.

6. The Supplier shall complete each stage of the Implementation Plan by the date specified in the Implementation Plan, subject to Clause 7 of this Appendix 4.

7. The Supplier shall be given an extension of time for completion of any one or more of the stages in the Implementation Plan if one of more of the following events occurs:

   7.1. a variation to the [Goods and/or Services] is made at the Authority's request under the Change Control Process; or

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7.2. a force majeure event occurs; or

7.3. a delay is caused in whole or in part by an action or omission of the Authority or its employees, agents or third party contractors.

8. If the Supplier is entitled to an extension of time under Clause 7, it shall give written notice to the Authority not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event, shall estimate the probable extent of the delay.

9. The Authority shall use best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Implementation Plan shall be deemed amended accordingly.

10. Delivery, Installation and Delays

10.1. The Supplier shall deliver the [Goods and/or Services] to the site(s) on or before the applicable Service Commencement Date for that item(s).

10.2. The Supplier shall supply to the Authority, within a reasonable time before any Service Commencement Date, such information and assistance as may be necessary to enable the Authority to prepare the site(s) for the installation of the relevant item of [Goods and/or Services].

10.3. The Authority shall, at its own expense, prepare the site(s) in accordance with the information provided by the Supplier in advance of each Service Commencement Date. The Authority may request reasonable assistance from the Supplier to carry out such preparation.

10.4. The Supplier shall complete installation of each [Goods and/or Services] at the site(s) by the date specified within the Implementation Plan for that element of the [Goods and/or Services].

10.5. If, at any time, the Supplier becomes aware that it will not (or is unlikely to) achieve any key milestones by the relevant date it shall as soon as reasonably practicable notify the Authority of the fact of the delay and summarise the reasons for it.

10.6. The Supplier shall, as soon as reasonably practicable and in any event not later than ten (10) Business Days after the initial notification under Clause 10.5, give the Authority full details in writing of:

10.6.1. the reasons for the delay;

10.6.2. the consequences of the delay; and

10.6.3. if the Supplier claims that the delay is caused by the Authority, the reason for making that claim.

10.7. Whether the delay is caused by the Authority or not, the Supplier shall make all reasonable endeavours to eliminate or mitigate the consequences of the delay.

10.8. Where the Supplier considers that a delay is being caused or contributed to by the Authority, the Authority shall not be liable to compensate the Supplier for delays caused

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by the Authority or delays not due to one party unless the Supplier has fulfilled its obligations set out in, and in accordance with, Clauses 10.6.1, 10.6.2 and 10.6.3.

10.9. Any disputes about or arising out of delays shall be resolved through the Dispute Resolution Procedure as set out in Clause 22 of Schedule 2 of the Call Off Terms and Conditions in Appendix A of the Framework Agreement. Pending the resolution of the dispute both parties shall continue to work to resolve the causes of, and mitigate the effects of, the delay.

11. **Correction Plan**

11.1. For the purpose of this Clause, “Correction Plan” shall mean the correction pan approved by the Authority in accordance with the procedure in this Clause 11 identifying the issues arising out of a delay and the steps the Supplier proposes to take to achive the key milestones in accordance with the Implementation Plan.

11.2. The Supplier shall submit a draft correction plan where:

11.2.1. it becomes aware that it will not achieve a key milestone by the date as set in the Implementation Plan; or

11.2.2. it has failed to achieve a key milestone by date set in the Implementation Plan, whether that failure arises because of:

11.2.2.1. a failure to submit any or all deliverables in respect of that key milestone;

11.2.2.2. the failure to successfully to complete or achieve any key milestone; or

11.2.3. any non-conformance in respect of that key milestone.

11.3. The draft Correction Plan shall identify the issues arising out of the delay and the steps that the Supplier proposes to take to achieve the key milestone in accordance with this Implementation Plan.

11.4. The draft Correction Plan shall be submitted to the Authority for its approval as soon as possible and in any event not later than ten (10) Business Days (or such other period as the Authority may permit and notify to the Supplier) after the initial notification under Clause 11.5 or the issue of a non-conformance report.

11.5. The Authority shall not withhold its approval of a draft Correction Plan unreasonably. If the Authority does not approve the draft Correction Plan it shall inform the Supplier of its reasons promptly following the decision to withhold approval and the Supplier shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to the Authority within five (5) Business Days of the rejection of the first draft.

11.6. The Supplier shall comply with its Correction Plan following its approval by the Authority.

12. **Delays due to Supplier Default**

12.1. If a deliverable does not satisfy the any testing criteria and/or a key milestone is not achieved due to the Supplier's default, the Authority shall promptly issue a non-conformance report to the Supplier categorising the issues or setting out in detail the non-conformities of the deliverable where no testing has taken place, including any other reasons for the relevant key milestone not being achieved and the consequential impact on any other key milestones. The Authority will then have the options set out in Clause 12.2.

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12.2. The Authority may at its discretion (without waiving any rights in relation to the other options) choose to:

12.2.1. issue a key milestone achievement certificate conditional on the remediation of the issues, or the non-conformities of the deliverable where no testing has taken place, in accordance with an agreed Correction Plan; and/or

12.2.2. if the issue is a material issue (problem prevents entire system from working or the problem affects one or more crucial parts of a system and must be fixed before normal operation can resume), refuse to issue a conditional key milestone achievement certificate and escalate the matter in accordance with the Dispute Resolution Procedure and if the matter cannot be resolved exercise any right it may have under this Contract; and/or

12.2.3. require the payment from the Supplier or any Sub Contractor used by the Supplier liquidated damages as detailed in the Implementation Plan and the Supplier agrees that this sum is a genuine pre-estimate by the Authority of its loss caused by the delay.

12.3. Where the Authority issues a conditional key milestone achievement certificate as specified in Clause 12.2.1, it can choose (but does not have to) to revise the failed key milestone date and any subsequent key milestone date.

12.4. Any Correction Plan shall be agreed before the issue of a conditional key milestone achievement certificate unless the Authority is willing to agree otherwise. In the latter case the Supplier shall submit a Correction Plan for approval by the Authority within ten (10) Business Days of receipt of the non-conformance report.

13. **Delays to Key Milestones due to Authority Cause**

13.1. Without prejudice to Clause 10.7 and subject to Clause 10.8, if the Supplier would have been able to achieve the key milestone date but has failed to do due to a cause of the Authority the Supplier will have the rights and relief set out in this Clause 13.

13.2. The Supplier shall:

13.2.1. be allowed an extension of time equal to the delay caused by that the Authority;

13.2.2. not be in breach of this Contract as a result of the failure to achieve the relevant key milestone date;

13.2.3. have no liability for payments in relation to the delay as set out in Clause 12.2.3 in respect of the relevant key milestone to the extent that the delay is caused directly by the Authority; and

13.2.4. be entitled to compensation as set out in Clause 13.4.

13.3. The Contract Manager, acting reasonably, shall:

13.3.1. consider the duration of the delay, the nature of the cause and the effect of the delay and the cause on the Supplier's ability to comply with the Implementation Plan;

13.3.2. consult with the Supplier's Representative in determining the effect of the delay;

13.3.3. fix a revised key Milestone date; and

13.3.4. if appropriate, make any consequential revision to subsequent key milestones in the Implementation Plan.

13.4. If the Supplier has incurred any direct loss and/or expense as a result of a delay caused by the Authority, the Supplier shall be entitled to compensation to the extent that it cannot

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mitigate that loss or expense in accordance with this Contract. The Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the Supplier's claim to compensation.

13.5. Any change that is required to the Implementation Plan pursuant to Clause 13.3 or the charges pursuant to Clause 13.4 shall be implemented in accordance with the Change Control Procedure detailed in Appendix 3. If the Supplier analysis of the effect of the delay in accordance with Clause 10.6 permits a number of options, then the Authority shall have the right to select which option shall apply.

13.6. The Authority shall not delay unreasonably when considering and determining the effect of a delay under this Clause or in agreeing a resulting change pursuant to the Change Control Procedure set out in Appendix 3.

13.7. The Supplier shall take and continue to take all reasonable steps to eliminate or mitigate any losses and/or expenses that it incurs that are caused by the Authority.

14. **Delays not due to one party**

14.1. Without prejudice to Clause 10.7 and subject to Clause 10.8, where a delay is attributable in part to the Supplier's default and in part caused by the Authority the parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the delay. The parties agree that payments and compensation payable pursuant to Clause 12 (Delays due to Supplier Default) and Clause 13 (Delays to Key Milestones due to Authority Cause) shall be recoverable subject to reductions to reflect the extent to which the Authority or the Supplier respectively has contributed to the delay. If necessary, the parties may escalate the matter in accordance with the Dispute Resolution Procedure and if the matter cannot be resolved by agreement then either party may refer the matter to an expert for determination.

[insert Implementation Plan here, including timelines, testing provisions, delay payments and other relevant requirements]

15. **Training**

15.1. The Supplier undertakes to provide the training to the Authority in relation to the Goods and/or Services provided by the Supplier to the Authority.

15.2. Any additional training required by the Authority shall be provided by the Supplier at a rate agreed between the Authority and Supplier.

15.3. Training shall be carried out at the location(s) specified in this Appendix 4, or as may otherwise be agreed by the Authority. Any special equipment necessary for the Training shall be provided by the Supplier.

[insert training plan here, including timelines, locations and other relevant requirements – suggested training plan format below]

1.2	[Goods/Service Name]	[Goods/Service Name]	[Goods/Service Name]	[Goods/Service Name]
Pre-Implementation				
Duration				
Location (On-Site/ UK/ Europe/ Worldwide)				

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Number of Places Total				
Level (Basic/Advanced)				
Cost Included in Tender (Y/N)				
Accreditation Body				
Post Implementation and Throughout Term				
Duration				
Location (On-Site/ UK/ Europe/ Worldwide)				
Number of Places Per Site				
Level (Basic/Advanced)				
Cost Included in Tender (Y/N)				
e-Learning				
Training Cascade Mechanism				
Accreditation Body				

2. Third Party Training

	[Supplier A]	[Supplier B]	[Supplier C]	[Supplier D]
Pre-Implementation				
Duration				
Location				
Number of Places Total				
Level (Basic / Advanced)				
Cost Included in Tender (Y/N)				
Post Implementation and Throughout the Term				
Duration				
Location				
Number of Places Per Site				
Level (Basic / Advanced)				
Cost Included in Tender (Y/N)				
Training Cascade Mechanism				
e-learning				

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Appendix 5

[Lease and/or Licence to access Premises and Locations**/Not used.]**

[insert]

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Appendix 6

[Step In Rights**/Not used.]**

[insert]

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Appendix 7

Exit Plan and Termination Sum

2.1 In this Appendix 7 the following definitions shall apply:

"**Assets**"	means all assets and rights required to provide any of the Goods and/or Services in accordance with this Contract including without limitation the Supplier's equipment and/or software but excluding the Authority's property.
"**Business Process Manual**"	means the manual which is prepared by the Supplier and which details the business procedures which it follows in the provision of the Goods and/or Services.
"**Facility Assets**"	means all equipment and/or software which are used by the Supplier or a material sub-contractor exclusively in connection with the provision of the Goods and/or Services
"Facility Contracts"	means the sub-contracts, licences for Supplier's Systems, licences for third party software or other agreements which are necessary to enable the Authority or any Replacement Contractor to perform the Goods and/or Services or the Replacement Goods and/or Services.
"Registers"	means the registers and database referred to in Clause 3.
"Replacement Goods and/or Services"	means any Goods and/or Services which are identical or substantially similar to any of the Goods and/or Services and which the Authority receives in substitution for the Goods and/or Services following the termination or expiry of this Contract, whether those services are provided by the Authority internally or by any Replacement Contractor.
"Transitional Assistance Notice"	means has the meaning set out in Clause 4.1 of this Appendix 7.

7. Purpose of Appendix

7.1 The Supplier is required to ensure the orderly transition of the Goods and/or Services from the Supplier to the Authority or any Replacement Contractor in the event of any termination (including partial termination) or expiry of this Contract. This Appendix sets out the principles of the exit and service transition arrangements which are intended to achieve this and upon which the Exit Plan shall be based.

7.2 For the avoidance of doubt the Supplier is responsible for the overall management of the exit and Service transfer arrangements.

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8. Exit Plan

8.1 The Exit Plan shall:

8.1.1 address each of the issues set out in this Appendix 7 to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Contractor and/or the Authority and shall ensure that there is no disruption in the supply of the Goods and/or Services and no deterioration in the quality of delivery of the Goods and/or Services;

8.1.2 detail how the Goods and/or Services will transfer to the Replacement Contractor and/or the Authority including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components run by the Supplier or any of its Sub-Contractors (where applicable);

8.1.3 specify the scope of the Transitional Assistance Goods and/or Services that may be required by the Authority, any charges that would be payable for the provision of Transitional Assistance Goods and/or Services and detail how such services would be provided (if required) during the termination period;

8.1.4 provide a timetable and identify critical issues for carrying out the Transitional Assistance Goods and/or Services; and

8.1.5 set out the management structure to be put in place and employed during the termination period.

9. Obligations during the Term

9.1 The Supplier and the Authority shall each appoint an exit manager and provide written notification of such appointment to each other within six (6) months after the Commencement Date. The Supplier's exit manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Appendix. The Supplier shall ensure that its exit manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with this Clause 3. The exit managers shall liaise with one another in relation to all issues relevant to termination or expiry and all matters connected with this Clause 3 and each party's compliance with it.

9.2 During the Term, the Supplier shall:

9.2.1 create and maintain a register of the Facility Assets and Facility Contracts;

9.2.2 create and maintain a database setting out the Supplier's technical infrastructure through which the Goods and/or Services are delivered. Such database shall be capable of allowing staff of the Replacement Contractor and/or the Authority to acquire sufficient technical understanding of how the Supplier provides the Goods and/or Services to ensure the smooth transition of the Goods and/or Services with the minimum of disruption; and

9.2.3 at all times keep the Registers up to date and shall maintain copies of any agreements referred to in any Register.

9.3 The Parties shall agree the format of the Registers as part of the process of agreeing the first Exit Plan.

9.4 At the same time as the Supplier submits a revised Exit Plan, it shall also submit to the Authority up-to-date Registers.

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9.5 The Supplier shall procure that all licences for third party software entered into with effect from or after the Effective Date and all Sub-Contracts shall be assignable or capable of novation at the request of the Authority to the Authority and/or any Replacement Contractor without restriction (including any need to obtain any consent or approval) or payment by the Authority. If the Supplier cannot procure such rights then the Supplier shall consult with the Authority on whether the rights that can be obtained are nevertheless acceptable to the Authority or whether the Supplier should seek an alternative provider of the goods or services to which the relevant agreement relates.

9.6 On reasonable notice, the Supplier shall provide to the Authority and/or to its Replacement Contractor (subject to the Replacement Contractor entering into reasonable written confidentiality undertakings with the Supplier), such material and information as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractor undertaking due diligence (including in relation to the Goods and/or Services, Assets, Authority's Data, Registers and Transferring Employees).

10. Transitional Assistance Goods and/or Services

10.1 The Authority shall be entitled to require the provision of Transitional Assistance Goods and/or Services by sending the Supplier a notice to that effect (**Transitional Assistance Notice**) at any time prior to termination or expiry. The Transitional Assistance Notice shall specify:

10.1.1 the date from which Transitional Assistance Goods and/or Services are required;

10.1.2 the nature and extent of the Transitional Assistance Goods and/or Services required; and

10.1.3 the period during which it is anticipated that Transitional Assistance Goods and/or Services will be required (Transitional Period) (which shall continue no longer than six (6) months after the date that the Supplier ceases to provide the Goods and/or Services or, in the event that a termination period is specified by the Authority, no longer than the end of the termination period).

10.2 The Authority shall have an option to extend the Transitional Period beyond the period specified in the Transitional Assistance Notice by written notice to the Supplier provided that such extension shall not extend beyond six (6) months after the expiry of the period referred to in Clause 4.1.3.

10.3 The Authority shall have the right to terminate its requirement for Transitional Assistance Goods and/or Services by serving not less than twenty (20) calendar days' notice upon the Supplier to such effect.

10.4 The Transitional Assistance Goods and/or Services shall be provided in good faith and in accordance with Good Industry Practice.

10.5 The Supplier shall continue to provide the Goods and/or Services (or the relevant part of them) during the Transitional Period in accordance with the Service Levels unless the Parties agree otherwise pursuant to paragraph 4.6.

10.6 Where the Supplier demonstrates to the Authority's reasonable satisfaction that transfer of the Goods and/or Services during the Transitional Period will have a material adverse effect on the Supplier's ability to meet a particular Service Level and such adverse effect is not due to a failure by the Supplier to perform this Contract,

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the parties shall vary the relevant Service Level and/or the applicable Service Credits to take account of such adverse effect.

10.7 During the Transitional Period, the Supplier shall, in addition to providing the Goods and/or Services and the Transitional Assistance Goods and/or Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Goods and/or Services to continue without interruption and to facilitate the orderly transfer of the Goods and/or Services. The Supplier shall use all reasonable endeavours to reallocate resources to provide these services without additional costs. However if this is not possible, any additional reasonable costs incurred by the Supplier in this regard which are not already in the scope of the Transitional Assistance Goods and/or Services or the Exit Plan shall be provided on a time-and-materials basis and subject to agreement under the Change Control Procedure.

10.8 The Authority and the Supplier acknowledge that the transition of the Goods and/or Services to the Replacement Contractor may be phased over a period of time so that certain identified Goods and/or Services are transferred to the Replacement Contractor before others.

10.9 The Authority shall, at the Supplier's reasonable request, require the Replacement Contractor and any agent or personnel of the Replacement Contractor, to enter into an appropriate confidentiality undertaking with the Supplier.

10.10 The Supplier shall comply with all of its obligations contained in the Exit Plan.

10.11 From the date six (6) months before expiry or from the service by either party of any Termination Notice (whichever is the earlier) and during any termination period, the Supplier shall not terminate or vary in any material respect any Transferable Contract without the Authority's prior written consent, such consent not to be unreasonably withheld or delayed.

10.12 The Supplier shall comply with all of its obligations regarding its personnel in accordance with Appendix 8 Staff Transfer (TUPE).

10.13 Upon termination or expiry (as the case may be) or upon expiration of the termination period or, provided that it does not have an adverse impact on the ability of the Supplier to provide the Goods and/or Services or the Transitional Assistance Goods and/or Services at any time during the termination period (as the Authority shall require):

10.13.1 the Supplier shall cease to use the Authority's Data and, at the direction of the Authority either:

(a) provide the Authority or Replacement Contractor with a complete and uncorrupted version of the Authority's Data in electronic form (or such other format as reasonably required by the Authority); or

(b) destroy (including removal from any hard disk) or return (at the Authority's option) all copies of the Authority's Data not required to be retained by the Supplier for statutory compliance purposes and confirm in writing that such destruction has taken place;

10.13.2 the Supplier shall erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the termination period any software containing the IPRs owned by the Authority;

10.13.3 the Supplier shall return to the Authority such of the following as are in the Supplier's possession or control:

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(a) all Authority Assets;

(b) all materials created by the Supplier under this Contract, the IPRs in which are owned by the Authority;

(c) any other equipment which belongs to the Authority; and

(d) any items that have been on-charged to the Authority, such as consumables;

10.13.4 the Supplier shall vacate any Authority Premises; and

10.13.5 each party shall return to the other party all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information.

10.14 The Transitional Assistance Goods and/or Services to be provided by the Supplier shall include (without limitation) such of the following services as the Authority may specify:

10.14.1 stopping all non-critical Software changes (by agreement with the Authority);

10.14.2 providing to the Authority an up-to-date Business Process Manual;

10.14.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority or Replacement Contractor after the end of the termination period;

10.14.4 providing details of work volumes and staffing requirements over the preceding 12 months;

10.14.5 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth;

10.14.6 generating a computer listing of the source code in a form and on media as requested by the Authority;

10.14.7 transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Goods and/or Services;

10.14.8 providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Goods and/or Services which may, as appropriate, include information, records and documents; and

10.14.9 answering all reasonable questions from the Authority and/or the Replacement Contractor regarding the Goods and/or Services.

11. Transfer of Assets and Contracts

11.1 Not less than six (6) months prior to expiry or, in the case of termination, as soon as practicable (but in any event not later than one (1) month following delivery of the up-to-date Registers) or in the event of a termination period, not later than one month prior to the date of expiration of the termination period, the Authority shall notify the Supplier:

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11.1.1 which (if any) of the Facility Assets the Authority requires to be transferred to it and/or any Replacement Contractor (to the extent that such Facility Assets are capable of legal transfer to the Authority) ("**Transferring Assets**");

11.1.2 which (if any) of the Facility Assets that are not capable of transfer, or any other Assets used by the Supplier in connection with the provision of the Goods and/or Services, that the Authority and/or the Replacement Contractor requires the continued use of; and

11.1.3 which (if any) of the Facility Contracts that the Authority requires to be transferred to it and/or to the Replacement Contractor or any other licences of the Supplier's Software or third party software required by the Authority and/or the Replacement Contractor ("**Transferring Contracts**"),

(a) in order for the Authority or the Replacement Contractor to provide the Replacement Goods and/or Services from the end of the termination period. At the request of the Authority the Supplier shall provide such assistance as may be necessary to help the Authority and/or the Replacement Contractor to identify which Assets and which Facility Contracts are required for the continued provision of the Goods and/or Services and the provision of the Replacement Goods and/or Services.

11.2 The Supplier shall sell the Transferring Assets to the Authority or the Replacement Contractor (as determined by the Authority) with effect from the end of the termination period and the sale shall take place at such place as the Authority shall specify. The Authority or the Replacement Contractor shall acquire the Transferring Assets at such cost as may be agreed between the Authority and the Supplier (whether net book value, fair market value or an alternative measure). Risk in such Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the termination period and title to such Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.

11.3 Where the Supplier is notified that the Authority and/or the Replacement Contractor requires continued use of any of the Assets, the Supplier shall:

11.3.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

11.3.2 procure a suitable alternative to such assets and the Authority or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

11.4 The Supplier shall at the Authority's request and with the co-operation of the Authority procure the novation or assignment to the Authority and/or Replacement Contractor of the Transferring Contracts.

11.5 The Authority shall:

11.5.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

11.5.2 once a Transferring Contract is novated or re-assigned to the Authority or the Replacement Contractor, the Authority shall carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that the Replacement Contractor does

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the same.

11.6 The Supplier shall indemnify the Authority (or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a party to a Transferring Contract which is assigned or novated to the Authority (or Replacement Contractor) pursuant to Clause 5.4 of in relation to any matters arising prior to the date of such assignment or novation.

12. Post-termination support

12.1 The Supplier shall at the Authority's request provide ongoing support of the Supplier's Software and the third party software on its normal commercial terms at a price no less favourable than the Supplier's then current standard rates in respect of such support services for as long as it is required.

13. Apportionments

13.1 There shall be apportioned between the Authority and the Supplier or the Replacement Contractor and the Supplier all outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Contracts.

13.2 This apportionment shall be carried out as follows:

13.2.1 the payments shall be annualised and divided by 365 to reach a daily rate;

13.2.2 the Authority shall be responsible for or shall procure that its nominee or the Replacement Contractor shall be responsible for or entitled to (as the case may be) an amount equal to the number of complete days during the period of the invoice after the transfer multiplied by that daily rate; and

13.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

13.3 Each party shall pay and the Authority shall procure that its nominee or the Replacement Contractor shall pay any monies due under this Clause 7 as soon as practicable.

14. Termination Sums

14.1 [insert if applicable/mark as Not Used]

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Appendix 8

Supplier Software and/or Hardware

Part A – Supplier Software and/or Hardware

[insert details of software/hardware to be provided by the Supplier

This will be referred to as the [Goods and/or Services]]

1. **Supplier Software[insert list]**
2. **Supplier Hardware[insert list]**
3. **Supplier Services [insert list]**

Part B - Authority Software and/or Hardware]

[insert details of software/hardware to be integrated with already in place at the Authority]

1. **Authority Software [insert list]**
2. **Authority Hardware [insert list]**

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Appendix 9

Licence Details – Not Used

Number of Licenced Users: [insert]

Type of Licence User: [Concurrent or Perpetual]

Type of Licence: [insert (ie. Per User, Per Workstation etc)]

1 ***Software and Systems Documentation***

1.1 The Supplier shall provide the [Goods and/or Services] to the Authority under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Authority, and the Authority agrees to be bound by such licence terms.

1.2 The Supplier shall provide the [Goods and/or Services] under the terms of this agreement.

1.3 The Supplier shall, from time to time, provide the Authority with copies of the user Licence documentation containing sufficient up-to-date information for the proper use and maintenance of the [Goods and/or Services]. Such documentation may be supplied in electronic form.

1.4 The Authority may make such further copies of the documentation as are reasonably necessary for the use and maintenance of the [Goods and/or Services] and for training the Authority's personnel in use of the [Goods and/or Services]. The Authority shall ensure that all Supplier's proprietary notices are reproduced in any such copy.

3. Software Licence and Documentation

1.1. The Supplier grants, subject to the terms of this agreement, the Authority the non-exclusive, non-transferable right to use the [Goods and/or Services] and the documentation for the following purposes:

1.1.1. any activity in the course of the Authorities business as usual operation;

1.1.2. the provision of hardware or software facilities management, support, maintenance, development, disaster recovery, back-up, information processing, network or other services relating to the [Goods and/or Services];

1.1.3. use and storage of data within any database and the extraction and re-utilisation of data therefrom, and the amendment or merging of the data or database; and

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1.1.4. use in connection with any associated or interconnected networks, including the internet or intranet,

(together **Licensed Purposes**).

1.2. The [Goods and/or Services] may be used only by the Authority except as follows:

1.2.1. the Licence may be extended to contractors employed by the Authority for any of the Licensed Purposes referred to in Clause 2 of this Appendix 10;

1.2.2. installations of the [Goods and/or Services] may be run in parallel so as to minimise any disruption to business as usual operation;

1.2.3. the Licence may, with the prior written consent of the Supplier, be extended to additional Licensed users, and Appendix 2 Contract Price may be amended accordingly, provided that any appropriate additional fee is paid to the Supplier before such use;

1.2.4. if the Authority transfers its business permanently to another site(s), the [Goods and/or Services] may be used at the new site(s), provided that the Supplier is informed in writing of the change of site before use of the [Goods and/or Services] commences at the new site(s);

1.2.5. if the [Goods and/or Services] becomes inoperable for any reason, the [Goods and/or Services] may be temporarily used on backup equipment until the [Goods and/or Services] is repaired, and the Authority may use the [Goods and/or Services] for the purpose of testing whether any such backup equipment is suitable for use while the [Goods and/or Services] is inoperable; and

1.2.6. if any site becomes temporarily unusable due to flood, fire or similar damage, or an emergency situation occurs, the [Goods and/or Services] may be used at an alternative site until the site is again useable, provided that the Authority gives the Supplier notice of such alternative site. If the alternative site is managed by a third party, the third party must have signed a confidentiality undertaking addressed to the Supplier to protect the Supplier's confidential information before the [Goods and/or Services] is transferred to the alternative site.

2. Transfer or reproduction of Licensed Software

2.1. The Authority may make such copies of the [Goods and/or Services] as are reasonably necessary for use in accordance with this Licence and for the purposes of backup and security. The Authority has no right to make, or authorise the making of, any other copies of the [Goods and/or Services].

2.2. The Supplier shall at all times own all copies of all or any part of the [Goods and/or Services]. For copies recorded on a tangible medium, the Authority shall place on each copy of all or any part of the [Goods and/or Services] a clearly visible label indicating that the copy is the property of the Supplier and reproducing the Supplier's proprietary rights notice. For electronic copies, the Authority shall ensure that all proprietary notices contained in the [Goods and/or Services] shall be maintained in such copies and shall display when the software is run, in the same way as in the case of the [Goods and/or

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Services] as supplied by the Supplier. The Authority shall keep all copies of the [Goods and/or Services] in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

2.3. Except as permitted under Clause 2 of this Appendix 12, the Authority shall not:

2.3.1. sub-license, rent, lend, assign or transfer in any other way the Licence or the [Goods and/or Services] to any person without the prior written consent of the Supplier; and

2.3.2. give access to the [Goods and/or Services] through any network of computers to users who are not employees or agents of the Authority.

3. Use and adaptation of Licensed Software

3.1. The Authority may use the [Goods and/or Services] with other software.

3.2. The Authority may not make adaptations or variations of the [Goods and/or Services] without the prior consent of the Supplier.

3.3. The Authority may not disassemble, decompile, reverse translate or in any other manner decode the [Goods and/or Services], except as permitted by law.

4. User Licence Agreement

[insert the specific User Licence Agreement here]

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Appendix 10

Sub-Contractors

The below list is not exhaustive and the Parties may agree to add additional Sub-Contractors in writing from time to time, following the Change Control Process as detailed in Appendix 3.

Sub Contractor Name (Legal Entity)	Address	Contact Person	Email / Telephone Contact Details	Description of the Goods and/or Services
				[Guidance: to be provided under this Contract to the Participating Authority]

[Insert a list of the Sub-Contractors required to deliver the [Goods and/or Services] – suggested format for list above]

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Appendix 11

Maintenance

[insert the maintenance requirements as applicable to the [Goods and/or Services]]

1. Maintenance and Support Services

1.1. The Supplier shall notify the Authority promptly, in writing, of the issue of any new version of the [Goods and/or Services], specifying the in what way the new version differs from the previous version in terms of functionality, performance and compatibility.

1.2. For the avoidance of doubt, nothing in this Agreement shall oblige the Authority to take any new version.

1.3. The Supplier shall comply with the requirements of Appendix 1 Specification and shall meet the Service Levels and shall pay to the Authority the Service Credits set out in Appendix 1 Specification with respect to the delivery of the maintenance and support service.

2. Maintenance and Support Services: Customer's obligations

2.1. During the term in which the maintenance and support services are to be provided under this Appendix 14, the Authority shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the [Goods and/or Services].

2.2. The Authority shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the maintenance requirements, including provision of information and data, making available suitably qualified employees and contractors of the Authority and, subject to the Supplier's compliance with the Authority's normal security requirements:

2.2.1. provide access to the Authority's systems for the purpose of carrying out diagnostics and correction of defects, provided that system access shall be direct or remote, at the Authority's option, and that, in the latter case, such access will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Authority.

2.2.2. provide such further access for the Suppliers staff to the site(s) as is necessary to carry out the Supplier's obligations under this agreement. The Authority shall obtain for the Supplier all permissions necessary to obtain such access.

2.2.3. when the Suppliers staff are working on the site(s), provide facilities and supplies reasonably required by the Supplier, such as power and computer consumables.

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2.3. The Authority shall, at its own expense, provide the equipment necessary at the site(s) to enable the access in accordance with the specifications set out in the Appendix 1 Specification [and Tender Response Document], but all other costs and expenses for such access shall be borne by the Supplier.

2.4. The Authority shall appoint an individual to serve as primary contact with the Supplier for the purpose of the provision of [Goods and/or Services] under this Contract, and a deputy to that individual, and shall notify the Supplier of the names of those individuals promptly on their appointment.

2.5. The Authority may restrict access to certain areas of its premises or systems on security grounds.

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Appendix 12

Business Continuity Plans

15. Content of the Disaster Recovery and Business Continuity Plan

15.1 For the purpose of this Appendix 13, the term "**Disaster**" will mean an event or issue that could ipact on the operations of the Supplier and its ability to provide the Goods and/or Services including pandemics and Force Majeure Events.

15.2 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan is compliant with ISO 22301 and shall include:

15.2.1 details of how the Supplier will implement the Disaster Recovery and Business Continuity Plan;

15.2.2 details of how the Disaster Recovery and Business Continuity Plan inter-operates with any other disaster recovery and business continuity plan of the Authority (as notified by the Authority from time to time);

15.2.3 details as to how the invocation of any element of the Disaster Recovery and Business Continuity Plan may impact on the operation of the Goods and/or Services and a full analysis of the risks to the operation of the services; and

15.2.4 identification of all reasonably possible failures of or disruptions to the Goods and/or Services.

15.3 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan shall also include:

15.3.1 back-up methodology;

15.3.2 data verification procedures;

15.3.3 identification of all potential disaster recovery scenarios;

15.3.4 provision of appropriate levels of spares, maintenance equipment and test equipment;

15.3.5 responsibilities of the Sub-Contractors in the event of a Disaster;

15.3.6 hardware configuration details, network planning and invocation rules and procedures;

15.3.7 data centre site audits;

15.3.8 service levels that the Supplier will have to comply with in the event of a Disaster; and

15.3.9 Authority obligations and dependencies.

15.4 The Supplier shall also ensure that the Disaster Recovery and Business Continuity Plan defines the processes, activities and responsibilities relating to the application of emergency fixes in business-critical emergency situations. It shall also define the rules for storing data, the required availability for that data and the mechanisms for making that data available. It shall also include:

15.4.1 risk analysis (including failure scenarios, assessments, identification of single points of failure and ways to manage such failure and business impact analysis);

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15.4.2 possible areas where system critical elements can be "dual sourced" so as to eliminate or minimise single points of failure;

15.4.3 business continuity maintenance;

15.4.4 documentation of business processes, procedures and responsibilities;

15.4.5 a communications strategy; and

15.4.6 procedures for reverting to normal service.

16. Review and amendment of the Disaster Recovery and Business Continuity Plan

16.1 The Disaster Recovery and Business Continuity Plan shall be reviewed and tested by the Authority and the Supplier annually, or at such other times as may be requested by the Authority or the Supplier.

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Appendix 13

Intellectual Property Rights/Not used.]

[insert]

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Appendix 14

Authority's Obligations/Not used.]

[insert]

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Appendix 15

Data Protection Protocol/Not used.]

[insert]

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Schedule 7B Order Form for Competed Goods and Services - Mini Competition

Call-Off Contract under the HealthTrust Europe LLP Framework for the Anatomical Pathology Automation (reference number: [INSERT REFERENCE NUMBER]) dated [INSERT FRAMEWORK DATE].

Lot 1: Automated Tissue Embedding Systems

Lot 2: Tissue Block Facing Systems

Lot 3: Automated Slide Preparation Systems

Lot 4: Storage and Archiving Systems (for both blocks and slides)

Lot 5: Block Transportation Systems

Lot 6: Aggregated Lot

The Customer	***[full name], [address].***
The Supplier	***[full name], [address].***
HealthTrust Europe Contract Reference	

The Supplier and the Customer hereby agree as follows:

1 Following the completion of a mini-competition exercise ("Mini-Competition"), the Customer wishes to enter into a Contract in respect of the Goods and Services pursuant to the Framework between MSE and the Supplier dated [INSERT DATE] (the "Framework)

2 The Contract incorporates, and the Supplier agrees to abide by, the following documents:

2.1 the Call-Off Terms and Conditions set out at Appendix A to the Framework (including the front page and all Schedules thereto). Where the Call-Off Terms and Conditions Schedule 7B of Appendix A to the Framework Agreement apply, the Customer acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

2.2 The Customer acknowledges and agrees that the Supplier is subject to an activity-based income (**ABI**) management charge in relation to any Orders placed by the Customer under the Framework.

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2.3 The Customer and the Supplier agree that (in addition to the Customer's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Customer in respect of all other terms.

3 The Commencement Date of the Contract shall be [date].

4 The Term of this Contract shall be [initial term of years] years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than [insert total years including extension options] years in total.

5 **Data Protection**

5.1 The Customer and the Supplier acknowledge it is their responsibility to carry out a data protection impact assessment as amended or modified ("**DPIA**") in accordance with the GDPR and they shall enter into the necessary data protection related agreement if the DPIA determines they need to. For the avoidance of doubt, HealthTrust Europe's services do not extend to work involving DPIA's and data protection agreements arising thereunder and **HealthTrust Europe LLP accepts no responsibility in relation to the data protection issues between the Parties**. It is the responsibility of each the Customer and the Supplier to ensure they are legally compliant with Data Protection Legislation and not HealthTrust Europe LLP.

5.2 The Parties acknowledge they have read, understood and agree to the data protection provisions set out in Schedule 3 Information and Data Provisions of Appendix A Call Off Terms and Conditions for the Provision of Services.

6 Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15 of **Schedule** 2.

7 The payment profile for this Contract shall be [monthly in arrears].

8 The Customer may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within [one (1)] year of the Commencement Date.

9 The provision of Services [Delete if not Services/Goods/Works are not being supplied]

9.1 [The Services Commencement Date shall be [date] [note: only use if the Services/Goods are to start at a different date following the Commencement Date]].

9.2 [The Long Stop Date for the commencement of provision of the Services/Goods shall be [date].]

9.3 The Services shall be provided and Services/Goods delivered by the Supplier at the Premises and Locations [set out in the Mini-Competition Specification] OR [listed below]:

9.3.1 [location]

9.3.2 [location]

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9.3.3 [location]]

9.4 [The Supplier shall implement the Services/Goods in accordance with the Implementation Plan appended in Schedule 11 of this Contract**/Not used**.]

9.5 [The provision of access by the Customer to the Supplier to the Premises and Locations shall be subject to the lease and/or licence appended at Schedule 12**/Not Used**.]

9.6 [Notwithstanding Key Provision 8 of the Call-Off Terms and Conditions, the Parties agree that the commencement of the provision of the Services under this Contract shall give rise to a relevant transfer as defined in TUPE and the provisions of Schedule 13 shall apply to such transfer**/Not used**.]

9.7 [Should the Customer terminate this Contract in accordance with this Clause, then the Customer shall pay to the Supplier the termination sum calculated in accordance with Schedule 15**/Not used**.]

9.8 [If the Supplier is unable to provide the Services then the Customer shall be entitled to exercise Step In Rights set out in Schedule 14**/Not used**.]

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

10.1 for the Customer:

[insert name and role].

for the Supplier:

[insert name and role].

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

11.1 for the Customer:

[complete name and/or role and address].

for the Supplier:

[complete name and/or role and address].

12 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework and/or Call-Off Terms and Conditions.

Signed by the authorised representative of THE CUSTOMER

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Name:	.....	Signature:	.....
Position:	.....	Date:	.....

AND

Signed by the authorised representative of THE SUPPLIER

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

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Appendix 1 to Schedule 7B

[Mini- Competition Specification/Not Used]

Part 2: Key Performance Indicators & Remedies

This Part 2 of Appendix 1 sets out, and performance of this Contract is subject to:

c) The KPI's against which the Supplier shall deliver the Goods and/or Services; and

d) The method by which the Suppliers performance under the Contract will be monitored.

17. Key Performance Indicators

17.1 The Supplier is required to manage the Goods and/or Services in such a way as to meet the KPIs.

17.2 The KPIs relating to this Contract are as follows [to be agreed between the Parties at Call-Off Contract award (*KPI's below are just suggested*)]: -

Name	Description	KPI Target	Measurement	Event Grading
Intake of Pathology Samples	Pathology Samples must be registered and available on the Participating Authorities Inventory for linking and/or retrieval within [XX hours] of receipt by the Supplier.	[XX.XX%]	**Measured By:** the Supplier. **Measurement Method:** The time from when the Pathology Sample arrives in the Suppliers workflow to when it is available upon the Participating Authorities Inventory.	**Amber: [XX.XX% - XX.XX%]** **Red: [XX.XX% - XX.XX%]** **Black: [less than XX.XX%]**

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Individual Equipment Availability	The cumulative time over a 3-month period during which the individual elements of the System supplied to site are available to undertake the full volume specified in the forecast workload or perform its intended function. This figure will be expressed as a percentage of quarterly expected uptime.	XX.XX%	**Measured by:** the Supplier **Measurement Method:** from the point that a call is made by the trust to the Supplier specifying that there is a fault, to the point that full functionality of the system is restored or can be restored by the Trust, unless otherwise stipulated in the Schedule. Downtime includes all hours affected and not just working hours	**Amber: [XX.XX% - XX.XX%] %** **Red: [XX.XX%- XX.XX%]** **Black: less than XX.XX%]**
Engineer Response Time (Equipment Unavailable)	An engineer shall attend the Authority Premises within 6 Working Hours or within 16 Hours whichever is shorter, of a call being received by the Contractor stating	0 Occurrences over 6 Working Hours or within 16 hours whichever is shorter.	**Measured by:** the Supplier **Measurement Method:** from the end of the call made by Trust to the Supplier specifying there is a fault and it is agreed an engineer is required, to the point the	

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	there is a fault with the System and it is Unavailable. All faults requiring engineer attendance to be included, unless agreed by the laboratory at the point of first reporting.		engineer arrives on Site.	
Management Information	Management information reports must be provided to the Participating Authority within 5 Business Days of the end of each [Quarter / Month].	[100.00%]	**Measured By:** the Supplier. **Measurement Method:** The date that the management information reports are received in relation to the end of the [quarter / month].	**Amber: [XX.XX% - XX.XX%]** **Red: [XX.XX% - XX.XX%]** **Black: [less than XX.XX%]**

5 Monitoring Performance

5.1 Performance by the Supplier against each KPI shall be graded as follows:

Green Event	Meets the KPI
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

5.2 The Supplier shall provide the Authority with a [monthly/ quarterly] performance report detailing its performance in respect of each of the Service Levels.

5.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.

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5.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.

5.5 The Authority and the Supplier shall review the KPIs every three (3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

6 Service Level Failure

6.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against [two] KPIs
Black Event	Registered against [one] KPI

7 Service Credits

7.1 If there is a Service Level Failure, the Supplier shall:

notify the Authority immediately of the Service Level Failure;

otherwise than in the occurrence of a Relief Event, automatically credit the Authority with the applicable service credits as described below ("Service Credits");

provide the Authority with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("Remediation Plan");

deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and

carry out the actions identified in Remediation Plan in accordance with its terms.

7.2 Other than in the following circumstances:

Any negligent act or omission of the Authority;

Any breach of an express provision of this Contract by the Authority;

Any Force Majeure Event;

7.3 If there is a Service Level Failure, the Authority shall be entitled to a Service Credit equal to 2% of the Contract Price (based on the Fixed, Semi Fixed and Variable Costs), payable for affected service element(s) in that Month period.

7.4 Service Credits shall either be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Authority.

7.5 The aggregate Service Credits for any month shall be capped at three (3) Service Credits or 6% of the Contract Price payable for that month.

"**Relief Event**" means:

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(i) any breach of any express provision of this Contract by the Authority including without limitation an obligation to comply with the Authority's obligations;

(ii) any negligent act or omission of the Authority;

(iii) any Force Majeure Event.

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Appendix 2 to Schedule 7B

[Mini – Competition Response Document/Not Used]

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Standard 7C- Standard and Competed Goods and Services- Award Criteria

1 **Direct Award Criteria (Direct Award)**

[INSERT LOT AND % WEIGHTING]

1.1 For the purposes of this Clause:

1.1.1 "**Framework Bids**" shall mean the bids that were submitted by all Framework Suppliers in respect of the tender process carried out by HealthTrust Europe to award this Framework;

1.1.2 "**Framework Criteria**" shall mean the evaluation criteria used by HealthTrust Europe to award the Framework; and

1.1.3 "**Framework Supplier(s)**" shall mean all suppliers which have entered into a Framework with HealthTrust Europe in respect of the Services.

1.2 The Participating Authority shall complete a Direct Award to the Framework Supplier whose Framework Bid is the most advantageous tender (MAT). The MAT shall be determined by applying the Framework Criteria to all Framework Bids as they relate to the Participating Authority in respect of the particular Order or by following the below process:

1.2.1 The MAT, for the purposes of awarding a Contract under the terms of the Framework, can be established by amending the weightings of all elements (including Quality and Price) of the original Criteria set out in Framework.

1.2.2 The weightings of the overall Quality and Price Criteria under the Framework can both be varied by up to a maximum of 20% (namely a 10% increase and a 10% decrease) from the original Criteria set out in the Framework.

1.2.3 The weightings of each Quality Criterion under the Framework can be varied by up to a maximum of 10% (namely, a 5% increase and a 5% decrease) from the original Framework Criteria.

1.3 The Participating Authority shall decide on which criterion it shall amend by reference to 'objective justification'.

1.4 "Objective justification" should be based on the Participating Authority's specific requirements which may include, but not be limited to:

1.4.1 specific goods/services being required;

1.4.2 importance of quality in relation to price and vice versa;

1.4.3 previous experience which will impact future delivery of the good/services; and/or

1.4.4 Budget constraints.

1.5 Once a Participating Authority has identified which Supplier is best able to meet its requirements in accordance with the above, it may award a call-off contract. The Participating Authority may select more than one Framework Supplier should their

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requirements cover more than one Framework Supplier and the volume level they are able to indicate to each supplier will be calculated accordingly.

2 **Competed Goods and Services Award Criteria (Mini-competition)**

2.1 If a mini competition is conducted by a Participating Authority, the scoring will be in line with the percentage weightings below.

2.1.1 [INSERT LOTS AND % WEIGHTINGS]

2.2 Where the Authority or Participating Authority undertakes a mini-competition exercise, the Participating Authority may determine the most advantageous bid by either applying the original weighting to the competed criteria or by utilising the weighting range set out in the table below to the relevant criteria for all bids as the criteria relates to the Participating Authority's requirements in respect of the particular order. Where the weighting range is utilised, the Participating Authority shall specify the objective criteria in its order.

2.3 The Participating Authority can engage with Suppliers under a pre-market engagement arrangement prior to undertaking a Competed Services process with a view to preparing the procurement and informing Suppliers of their procurement plans and requirements. The Participating Authority may for example, seek or accept advice from independent experts or authorities or from market participants. Such advice may be used in the planning and conduct of the procurement procedure providing that it does not have the effect of distorting competition and does not result in violation of the principles of non-discrimination and transparency.

2.4 This process shall be used when the Participating Authority is unable to identify from the Direct Award criteria the most advantageous supplier for their requirements or the Participating Authority requirements are beyond the scope as further refinement of the Supplier's ability is required, or the terms laid down in the Framework are not precise or complete enough for the Participating Authority to use.

2.5 A Mini-competition shall be conducted by the Authority or the Participating Authority as agreed.

2.6 The specification shall be determined by the Participating Authority which shall be issued to all capable suppliers and shall include full details of the requirements/scope of a Participating Authority.

2.7 Suppliers will be requested to respond to the Participating Authority's requirement by responding to a set of questions or providing a proposal in response to the Participating Authority's requirements. Suppliers will be provided a reasonable time for responses as set by the Participating Authority.

2.8 Where the original weightings of the award criteria are not appropriate for the Participating Authority's requirements, the Participating Authority can amend these within the ranges detailed below. Additional sub-criterion may be added by the Participating Authority under the existing sub-criterion. Amendments to the evaluation criteria will be notified to the Suppliers as part of the invitation to respond.

2.9

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Award Criteria	Original unweighted Weighting (weighted)	Percentage Weightings *to be set by Participating Authority conducting mini-competition*
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
TOTAL (Technical):	**100% ([x]% of overall evaluation)**	[x-x]%
TOTAL (Price):	**([x]%)**	[x]%

2.10 Once a Participating Authority has identified which Supplier is best able to meet its requirements in accordance with the above, it may award a Contract. The Participating Authority may select more than one Framework Supplier should their requirements cover more than one Framework Supplier and the volume level they are able to indicate to each supplier will be calculated accordingly.

3 **Hybrid Services Award Criteria**

[Insert Goods and Services subject to Hybrid award]

3.1 The MAT**,** for the purposes of awarding a call-off Contract under the terms of the Framework Agreement, can be established by amending the weightings of some

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elements (including Quality and Price) of the original Criteria set out in the Framework Agreement.

3.2 The flexibility of the Quality Criterion under the Framework Agreement will allow for different pricing solutions; therefore, the overall Quality and Price Criteria should remain as per the original Criteria set out in the Framework Agreement.

3.3 The weightings of the other 50% of the Quality Criteria can be varied up to 20% (namely a 10% increase and 10% decrease) from the original criteria set out in the Framework Agreement.

3.4 The Participating Authority shall decide on which Criterion it shall amend by reference to objective justification.

Competed Services Award Criteria (Mini- Competition Hybrid)

3.5 The MAT, for the purposes awarding a call-off Contract under the Framework , can be established by amending all elements (including Quality and Price) of the original criteria set out in the Framework.

3.6 The Framework Criteria can be varied up to 100% (namely a 50% increase and a 50% decrease). This process shall be used, when the Participating Authority is unable to identify from the Standard Services criteria the most advantageous supplier for their requirements or their or their requirements are moderately outside the scope of the Specification.

3.7 The Hybrid process shall be conducted by the Authority or the Participating Authority as agreed.

3.8 The partially amended specification shall be determined by the Participating Authority which shall be issued to all capable suppliers and shall include full details of the requirement/scope of a Participating Authority, including how the Participating Authority will evaluate in accordance with the Hybrid Award Criteria below.

3.9 To comply with Section 20 of the Procurement Act 2023, the Participating Authority shall decide on which criterion it shall flex by refence to the above “objective justification” and shall either apply the Framework Award Criteria at it stands or as amended in line with the Participating Authority’s requirements within the weighting ranges stated below Suppliers will be requested to confirm whether they are able to meet the requirement of the Participating Authority as well confirming their commercial bid. Suppliers will be given a timeframe of between 2 and 5 working days to respond, which will be detailed at the time the request for response is made. Suppliers who respond after the provided deadline may not be considered.

3.10 The Authority or the Participating Authority will evaluate all bids in line with the information provided under Clause 3.9 and award the contract to the highest scoring supplier.

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Award Criteria	Original unweighted Weighting (weighted)	Percentage Weightings *to be set by Participating Authority conducting mini-competition*
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
[x]	[x]%	[x-x]%
TOTAL (Technical):	**100% ([x]% of overall evaluation)**	[x-x]%
TOTAL (Price):	**([x]%)**	[x]%

3.11 Once a Participating Authority has identified which Supplier is best able to meet its requirements in accordance with the above, it may award a call-off contract. The Participating Authority may select more than one Framework Supplier should their requirements cover more than one Framework Supplier and the volume level they are able to indicate to each supplier will be calculated accordingly.

Competed Goods and Services Award Criteria (Mini- Competition Full)

3.12 Whilst it is not the intention to award competed goods subject to a mini-competition under this Framework Agreement, the Participating Authority reserves the right to conduct a mini-competition as required. If a mini competition is conducted. If a mini competition is conducted by a Participating Authority the scoring will be in line with the percentage weightings below.

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- ***[All Goods and Services / INSERT GOODS AND SERVICES SUBJECT TO MINI-COMPETITION]***

3.13 Where the Authority or Participating Authority undertakes a mini-competition exercise, the Participating Authority may determine the most advantageous bid by either applying the original weighting to the competed criteria or by utilising the weighting range set out in the table below to the relevant criteria for all bids as the criteria relates to the Participating Authority's requirements in respect of the particular order. Where the weighting range is utilised, the Participating Authority shall specify the objective criteria in its order.

3.14 The Participating Authority can engage with Suppliers under a pre-market engagement arrangement prior to undertaking a Competed Services process with a view to preparing the procurement and informing Suppliers of their procurement plans and requirements. The Participating Authority may for example, seek or accept advice from independent experts or authorities or from market participants. Such advice may be used in the planning and conduct of the procurement procedure providing that it does not have the effect of distorting competition and does not result in violation of the principles of non-discrimination and transparency

3.15 This process shall be used when the Participating Authority is unable to identify from the Direct Award criteria the most advantageous supplier for their requirements or the Participating Authority requirements are beyond the scope as further refinement of the Supplier's ability is required, or the terms laid down in the Framework are not precise or complete enough for the Participating Authority to use.

3.16 A Mini-competition Full Process shall be conducted by the Authority or the Participating Authority as agreed.

3.17 The specification shall be determined by the Participating Authority which shall be issued to all capable suppliers and shall include full details of the requirements/scope of a Participating Authority.

3.18 Suppliers will be requested to respond to the Participating Authority's requirement by responding to a set of questions or providing a proposal in response to the Participating Authority's requirements. Suppliers will be provided a reasonable time for responses as set by the Participating Authority.

3.19 Where the original weightings of the award criteria are not appropriate for the Participating Authority's requirements, the Participating Authority can amend these within the ranges detailed below. Additional sub-criterion may be added by the Participating Authority under the existing sub-criterion. Amendments to the evaluation criteria will be notified to the Suppliers as part of the invitation to respond.

3.20

Award Criteria	Original unweighted	Percentage Weightings

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	Weighting (weighted)	*to be set by Participating Authority conducting mini-competition*
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
[x]	[x]%	[0-100]%
TOTAL (Technical):	**100% ([x]% of overall evaluation)**	[0-100]**%**
TOTAL (Price):	**([x]%)**	[x]**%**

Once a Participating Authority has identified which Supplier is best able to meet its requirements in accordance with the above, it may award a call off Contract. The Participating Authority may select more than one Framework Supplier should their requirements cover more than one Framework Supplier and the volume level they are able to indicate to each supplier will be calculated accordingly.

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Appendix 2

Contract Price

18. The Contract Price

3. ***[The cost components will be updated appropriately dependent on the nature of the payment profile for each call-off contract]***

18.1 The Contract Price shall be comprised of the following [three (3)] components (such costs being clearly designated within the Tender Response):

18.1.1 [Fixed Costs;

18.1.2 Semi Fixed Costs; and

18.1.3 Variable Costs.]

18.2 [The "**Fixed Costs**" shall be the fixed cost of the provision of any elements where the full cost is known by the Parties as at the Effective Date for the duration of the Term. Fixed Costs shall be fixed for the duration of the Term.]

18.3 [The "**Semi Fixed Costs**" shall be any cost elements where the costs are known as at the Effective Date but may vary during the Term. Semi Fixed Costs shall be subject to Clause 4 (Price Efficiencies) of this Appendix. Semi Fixed Costs shall be fixed for the first year, following such time it shall be subject to an annual review subject to Clause 3 (Price Review).]

18.4 [The **"Variable Costs**" shall be (i) any Service Credits payable by the Supplier to the Authority pursuant to Appendix 1 Specification, KPI's and SLA Requirements; (ii) the price for [each case] performed by the Supplier as part of the Services and (iii) any other costs which may by their nature vary in volume during the Term. Although the volume may vary during the Term, the cost charged by the Supplier for each element of the Services shall not exceed the cost for each element of the Services included in the Supplier's Tender Response, and shall be subject to Clause 4 (Price Efficiencies) and Clause 5 (New Services). The Variable Costs shall be fixed for the first year, following such time it shall be subject to an annual review subject to Clause 3 (Price Review).]

18.5 All of the above Prices are set out in this Appendix 2 Contract Price.

19. Price Review

19.1 The Supplier may request that Semi Fixed Costs and/or the Variable Costs be reviewed after the first year provided that they provide [three (3) months] advance written notice requesting such review. The Supplier must provide evidence of cost changes in order to substantiate any price review request.

19.2 If the Authority agrees to a Price increase in favour of the Supplier, Prices shall be increased by a percentage not greater than the Index over the period of twelve (12) Months ending on the date in which the review is conducted. In the event that the Authority does not agree to a Price increase it shall provide its reasons in writing and request further substantiation for the proposed Price increase. Provided the Supplier can fully justify the proposed Price increase to the Authority's reasonable satisfaction the Price increase shall take effect from the beginning of the following month.

19.3 [If the percentage increase in the Index over the period of twelve (12) Months ending on the Review Date is less than 2%, no Price increase shall apply. This percentage rise is capped at a maximum of 5% per annum.]

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19.4 For the purposes of this Clause, the **"Index"** means the General Index of Consumer Prices (CPI) as published by the Office of National Statistics or any index replacing the same.

20. Price Efficiencies

20.1 The Authority is required, in line with NHS policies, to make on-going annual efficiency savings. The Supplier will use all reasonable endeavours to identify efficiencies and submit proposals to the Authority to be reflected in reductions to prices or as agreed between the parties.

20.2 The Supplier will submit price efficiency proposals at least one hundred and twenty (120) days before the end of each year following the Services Commencement Date for consideration by the Authority. The Authority will respond to the efficiency proposals within thirty (30) days. If price efficiency is agreed then it will be applied from the agreed date on which the efficiency can be implemented.

21. New Services

21.1 In the event that newly designed Service become available, the Supplier should at the Authority's request set out in an open book manner its approach to delivering these Services, with a priced quotation per Service. Upon receipt of the quotation, the Authority will either accept the price offered or reserve the right to seek such processing elsewhere at a cheaper price than that proposed by the Supplier. However before switching to the alternative supplier for that new Service the Authority shall first give the Supplier the option of providing the Service (with a comparable specification to that proposed by the alternative supplier) at the lower price.

22. Payment

22.1 Payment by the Authority of the Price shall commence upon the Service Commencement Date. The Price shall be invoiced on a monthly basis from such date as follows:

22.1.1 Fixed Costs: The Supplier shall invoice the Authority for the Fixed Costs [as each element becomes operational following [each Service Commencement Date] and the any System Testing set out in the Appendix 4 Implementation Plan, Site, Service and Commencement]. [Such Fixed Costs shall be prorated for each month of the Term (or extended Term pursuant to Clause 5) (i.e. the annual cost shall be divided by 12).]

22.1.2 Semi Fixed Costs: The Supplier shall invoice the Authority for the annual cost of the Semi Fixed Costs as prorated for each month of the Term (i.e. the annual cost shall be divided by 12).

22.1.3 Variable Costs: The Supplier shall invoice the Authority the volume of Variable Costs carried out during the preceding month in arrears, as well as any Service Credits or other relevant Variable Costs during such previous month period.

22.2 The monthly invoices shall be rendered on the Supplier's own invoice form and must show:

22.2.1 the Supplier's invoice number;

22.2.2 the period to which the monthly invoice relates;

22.2.3 any VAT payable;

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22.2.4 an itemised statement detailing the Goods and/or Services provided to the Authority that Month;

22.2.5 the quantity and price of Goods and/or Services broken down by unit where relevant;

22.2.6 the relevant charging rates in accordance with the Price;

3.1 Failure to provide such information will entitle the Authority to delay payment until such information is provided.

22.3 Subject to Clause 6.10, the Authority shall pay the valid and undisputed invoices for payment submitted by the Supplier and/or any Approved sub-contractor party in the relevant monthly invoice within 30 days of receipt of such invoice. The Authority shall pay such invoice(s) by BACS (Bank Automated Clearing System) if the Authority so chooses or any alternate means as agreed between the Authority and the Supplier.

22.4 In the event of dispute the Authority may only withhold that part of the payment that relates to the disputed matters and the payment of undisputed sums remain payable in the normal way.

22.5 If the Authority disputes an invoice, the Authority shall within fifteen (15) Business Days of receipt by the Authority of the invoice, give written notice to the Supplier stating any amounts claimed by the Supplier which the Authority:

22.5.1 objects to and is seeking to withhold; and/or

22.5.2 is entitled to deduct in accordance with any other provision of the Contract (including, where the performance of the Supplier does not meet the Performance Standards in accordance with any KPI's set our in Appendix 1; and

22.5.3 the ground(s) for withholding or deducting (as appropriate) such payment and the amount attributable to each ground.

22.6 Within ten (10) Business Days of receipt of the written notice, the Supplier shall give written notice to the Authority confirming, in respect of each amount which the Authority is proposing to withhold, whether the Supplier:

22.6.1 agrees the amount should be deducted; or

22.6.2 disputes the deduction.

22.7 For the avoidance of doubt, if the Supplier fails to respond within ten (10) Business Days of receipt of the Payment Notice, the Supplier shall be deemed to have accepted the proposed deductions.

22.8 Where an amount should be deducted, the Supplier shall include such deduction in the next monthly invoice.

22.9 Where any amounts in the monthly invoice are disputed, the dispute shall be referred to the Dispute Resolution Procedure set out in Clause 22 of Schedule 2 of the Call Off Terms and Conditions in Appendix A of the Framework Agreement within five (5) Business Days of the Authority receiving written notice from the Supplier under paragraph 6.5.

22.10 The Authority shall pay all disputed amounts claimed by the Supplier within ten (10) Business Days of the relevant dispute being resolved in accordance with the Dispute Resolution Procedure where the Supplier's claim has been upheld following such

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dispute. The Authority shall pay such amounts by BACS (Bank Automated Clearing System) or any alternate means as agreed between the Authority and the Supplier.

22.11 The Authority shall be entitled to deduct from any monies due or to become due to the Supplier any undisputed monies owing to the Authority from the Supplier including any liability, damage, loss, charge or expense which the Authority has incurred in consequence of any breach by the Supplier of this Contract.

23. Records

23.1 The Supplier will keep accurate books and records in relation to the provision of the Goods and/or Services in accordance with sound and prudent financial management. All such books and records, insofar as they relate to the Goods and/or Services and are not subject to any confidentiality and/or data protection obligations, shall be made available to each Authority and any person authorised by the Authority, on giving reasonable prior notice to the Supplier.

Product Code	Goods / Service	Description	Quantity	Unit Price	Total Price	Cost Type (Fixed/Semi-Fixed/Variable)	Payment Profile
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]

[insert pricing matrix including the following where applicable:

8. **Price [*per item, software, hardware or deliverable]***
9. **Payment Schedule (including invoice dates and addresses)**
10. **Annual Maintenance and Support charges**
11. **Training Charges**
12. **Contract Change Charges**
13. **Charges for Business Continuity/Disaster Recovery Service**
14. **Any other chargeable Goods and/or Service]**

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Appendix 3

[Change Control Process**/Not used.]**

[insert Participating Authority CCP if required OR insert CCP from Framework Agreement]

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Appendix 4

[Implementation Plan**/Not used.]**

Implementation Plan, Site, Service and Commencement

10. The Supplier agrees to:

    10.1. deliver and install the [Goods and/or Services] at the Site(s);

    10.2. integrate the [Goods and/or Services] and Authority's software or system;

    10.3. carry out, in conjunction with the Authority, any testing requirements; and

    10.4. ensure the [Goods and/or Services] are operational by the Service Commencement Date;

    on the terms and conditions set out in this Contract.

11. The Supplier shall:

    11.1. provide maintenance and support in accordance with this Appendix 14 of this Contract;

    11.2. provide training in accordance with Appendix 14 and this Appendix 4;

    11.3. make available to the Authority suitably qualified personnel to carry out such tasks on a consultancy basis concerning the Work as the Authority may specify;

    11.4. provide the Authority with disaster resources and business continuity services in accordance with this Contract including Appendix 15.

12. The Supplier shall carry out implementation with reasonable diligence and despatch, and with reasonable skill and expertise, to provide the [Goods and/or Services] to meet the Specification and Tender Response Document by the Service Commencement Date.

13. In [performing the Services and/or providing the Goods], the Supplier shall comply with the Authority's reasonable instructions to ensure minimal disruption to ensure the Authority can continue as business as usual.

14. Both parties shall perform their obligations under this agreement in accordance with the Implementation Plan.

15. The Supplier shall complete each stage of the Implementation Plan by the date specified in the Implementation Plan, subject to Clause 7 of this Appendix 4.

16. The Supplier shall be given an extension of time for completion of any one or more of the stages in the Implementation Plan if one of more of the following events occurs:

    16.1. a variation to the [Goods and/or Services] is made at the Authority's request under the Change Control Process; or

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16.2. a force majeure event occurs; or

16.3. a delay is caused in whole or in part by an action or omission of the Authority or its employees, agents or third party contractors.

17. If the Supplier is entitled to an extension of time under Clause 7, it shall give written notice to the Authority not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event, shall estimate the probable extent of the delay.

18. The Authority shall use best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Implementation Plan shall be deemed amended accordingly.

16. Delivery, Installation and Delays

16.1. The Supplier shall deliver the [Goods and/or Services] to the site(s) on or before the applicable Service Commencement Date for that item(s).

16.2. The Supplier shall supply to the Authority, within a reasonable time before any Service Commencement Date, such information and assistance as may be necessary to enable the Authority to prepare the site(s) for the installation of the relevant item of [Goods and/or Services].

16.3. The Authority shall, at its own expense, prepare the site(s) in accordance with the information provided by the Supplier in advance of each Service Commencement Date. The Authority may request reasonable assistance from the Supplier to carry out such preparation.

16.4. The Supplier shall complete installation of each [Goods and/or Services] at the site(s) by the date specified within the Implementation Plan for that element of the [Goods and/or Services].

16.5. If, at any time, the Supplier becomes aware that it will not (or is unlikely to) achieve any key milestones by the relevant date it shall as soon as reasonably practicable notify the Authority of the fact of the delay and summarise the reasons for it.

16.6. The Supplier shall, as soon as reasonably practicable and in any event not later than ten (10) Business Days after the initial notification under Clause 10.5, give the Authority full details in writing of:

16.6.1. the reasons for the delay;

16.6.2. the consequences of the delay; and

16.6.3. if the Supplier claims that the delay is caused by the Authority, the reason for making that claim.

16.7. Whether the delay is caused by the Authority or not, the Supplier shall make all reasonable endeavours to eliminate or mitigate the consequences of the delay.

16.8. Where the Supplier considers that a delay is being caused or contributed to by the Authority, the Authority shall not be liable to compensate the Supplier for delays caused

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by the Authority or delays not due to one party unless the Supplier has fulfilled its obligations set out in, and in accordance with, Clauses 10.6.1, 10.6.2 and 10.6.3.

16.9. Any disputes about or arising out of delays shall be resolved through the Dispute Resolution Procedure as set out in Clause 22 of Schedule 2 of the Call Off Terms and Conditions in Appendix A of the Framework Agreement. Pending the resolution of the dispute both parties shall continue to work to resolve the causes of, and mitigate the effects of, the delay.

17. **Correction Plan**

17.1. For the purpose of this Clause, “Correction Plan” shall mean the correction pan approved by the Authority in accordance with the procedure in this Clause 11 identifying the issues arising out of a delay and the steps the Supplier proposes to take to achive the key milestones in accordance with the Implementation Plan.

17.2. The Supplier shall submit a draft correction plan where:

17.2.1. it becomes aware that it will not achieve a key milestone by the date as set in the Implementation Plan; or

17.2.2. it has failed to achieve a key milestone by date set in the Implementation Plan, whether that failure arises because of:

17.2.2.1. a failure to submit any or all deliverables in respect of that key milestone;

17.2.2.2. the failure to successfully to complete or achieve any key milestone; or

17.2.3. any non-conformance in respect of that key milestone.

17.3. The draft Correction Plan shall identify the issues arising out of the delay and the steps that the Supplier proposes to take to achieve the key milestone in accordance with this Implementation Plan.

17.4. The draft Correction Plan shall be submitted to the Authority for its approval as soon as possible and in any event not later than ten (10) Business Days (or such other period as the Authority may permit and notify to the Supplier) after the initial notification under Clause 11.5 or the issue of a non-conformance report.

17.5. The Authority shall not withhold its approval of a draft Correction Plan unreasonably. If the Authority does not approve the draft Correction Plan it shall inform the Supplier of its reasons promptly following the decision to withhold approval and the Supplier shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to the Authority within five (5) Business Days of the rejection of the first draft.

17.6. The Supplier shall comply with its Correction Plan following its approval by the Authority.

18. **Delays due to Supplier Default**

18.1. If a deliverable does not satisfy the any testing criteria and/or a key milestone is not achieved due to the Supplier's default, the Authority shall promptly issue a non-conformance report to the Supplier categorising the issues or setting out in detail the non-conformities of the deliverable where no testing has taken place, including any other reasons for the relevant key milestone not being achieved and the consequential impact on any other key milestones. The Authority will then have the options set out in Clause 12.2.

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18.2. The Authority may at its discretion (without waiving any rights in relation to the other options) choose to:

18.2.1. issue a key milestone achievement certificate conditional on the remediation of the issues, or the non-conformities of the deliverable where no testing has taken place, in accordance with an agreed Correction Plan; and/or

18.2.2. if the issue is a material issue (problem prevents entire system from working or the problem affects one or more crucial parts of a system and must be fixed before normal operation can resume), refuse to issue a conditional key milestone achievement certificate and escalate the matter in accordance with the Dispute Resolution Procedure and if the matter cannot be resolved exercise any right it may have under this Contract; and/or

18.2.3. require the payment from the Supplier or any Sub Contractor used by the Supplier liquidated damages as detailed in the Implementation Plan and the Supplier agrees that this sum is a genuine pre-estimate by the Authority of its loss caused by the delay.

18.3. Where the Authority issues a conditional key milestone achievement certificate as specified in Clause 12.2.1, it can choose (but does not have to) to revise the failed key milestone date and any subsequent key milestone date.

18.4. Any Correction Plan shall be agreed before the issue of a conditional key milestone achievement certificate unless the Authority is willing to agree otherwise. In the latter case the Supplier shall submit a Correction Plan for approval by the Authority within ten (10) Business Days of receipt of the non-conformance report.

19. **Delays to Key Milestones due to Authority Cause**

19.1. Without prejudice to Clause 10.7 and subject to Clause 10.8, if the Supplier would have been able to achieve the key milestone date but has failed to do due to a cause of the Authority the Supplier will have the rights and relief set out in this Clause 13.

19.2. The Supplier shall:

19.2.1. be allowed an extension of time equal to the delay caused by that the Authority;

19.2.2. not be in breach of this Contract as a result of the failure to achieve the relevant key milestone date;

19.2.3. have no liability for payments in relation to the delay as set out in Clause 12.2.3 in respect of the relevant key milestone to the extent that the delay is caused directly by the Authority; and

19.2.4. be entitled to compensation as set out in Clause 13.4.

19.3. The Contract Manager, acting reasonably, shall:

19.3.1. consider the duration of the delay, the nature of the cause and the effect of the delay and the cause on the Supplier's ability to comply with the Implementation Plan;

19.3.2. consult with the Supplier's Representative in determining the effect of the delay;

19.3.3. fix a revised key Milestone date; and

19.3.4. if appropriate, make any consequential revision to subsequent key milestones in the Implementation Plan.

19.4. If the Supplier has incurred any direct loss and/or expense as a result of a delay caused by the Authority, the Supplier shall be entitled to compensation to the extent that it cannot

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mitigate that loss or expense in accordance with this Contract. The Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the Supplier's claim to compensation.

19.5. Any change that is required to the Implementation Plan pursuant to Clause 13.3 or the charges pursuant to Clause 13.4 shall be implemented in accordance with the Change Control Procedure detailed in Appendix 3. If the Supplier analysis of the effect of the delay in accordance with Clause 10.6 permits a number of options, then the Authority shall have the right to select which option shall apply.

19.6. The Authority shall not delay unreasonably when considering and determining the effect of a delay under this Clause or in agreeing a resulting change pursuant to the Change Control Procedure set out in Appendix 3.

19.7. The Supplier shall take and continue to take all reasonable steps to eliminate or mitigate any losses and/or expenses that it incurs that are caused by the Authority.

20. **Delays not due to one party**

20.1. Without prejudice to Clause 10.7 and subject to Clause 10.8, where a delay is attributable in part to the Supplier's default and in part caused by the Authority the parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the delay. The parties agree that payments and compensation payable pursuant to Clause 12 (Delays due to Supplier Default) and Clause 13 (Delays to Key Milestones due to Authority Cause) shall be recoverable subject to reductions to reflect the extent to which the Authority or the Supplier respectively has contributed to the delay. If necessary, the parties may escalate the matter in accordance with the Dispute Resolution Procedure and if the matter cannot be resolved by agreement then either party may refer the matter to an expert for determination.

[insert Implementation Plan here, including timelines, testing provisions, delay payments and other relevant requirements]

21. **Training**

21.1. The Supplier undertakes to provide the training to the Authority in relation to the Goods and/or Services provided by the Supplier to the Authority.

21.2. Any additional training required by the Authority shall be provided by the Supplier at a rate agreed between the Authority and Supplier.

21.3. Training shall be carried out at the location(s) specified in this Appendix 4, or as may otherwise be agreed by the Authority. Any special equipment necessary for the Training shall be provided by the Supplier.

[insert training plan here, including timelines, locations and other relevant requirements – suggested training plan format below]

3.2	[Goods/Service Name]	[Goods/Service Name]	[Goods/Service Name]	[Goods/Service Name]
Pre-Implementation				
Duration				
Location (On-Site/ UK/ Europe/ Worldwide)				

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Number of Places Total				
Level (Basic/Advanced)				
Cost Included in Tender (Y/N)				
Accreditation Body				
Post Implementation and Throughout Term				
Duration				
Location (On-Site/ UK/ Europe/ Worldwide)				
Number of Places Per Site				
Level (Basic/Advanced)				
Cost Included in Tender (Y/N)				
e-Learning				
Training Cascade Mechanism				
Accreditation Body				

4. Third Party Training

	[Supplier A]	[Supplier B]	[Supplier C]	[Supplier D]
Pre-Implementation				
Duration				
Location				
Number of Places Total				
Level (Basic / Advanced)				
Cost Included in Tender (Y/N)				
Post Implementation and Throughout the Term				
Duration				
Location				
Number of Places Per Site				
Level (Basic / Advanced)				
Cost Included in Tender (Y/N)				
Training Cascade Mechanism				
e-learning				

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Appendix 5

[Lease and/or Licence to access Premises and Locations**/Not used.]**

[insert]

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Appendix 6

[Step In Rights**/Not used.]**

[insert]

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Appendix 7

Exit Plan and Termination Sum

4.1 In this Appendix 7 the following definitions shall apply:

"**Assets**"	means all assets and rights required to provide any of the Goods and/or Services in accordance with this Contract including without limitation the Supplier's equipment and/or software but excluding the Authority's property.
"**Business Process Manual**"	means the manual which is prepared by the Supplier and which details the business procedures which it follows in the provision of the Goods and/or Services.
"**Facility Assets**"	means all equipment and/or software which are used by the Supplier or a material sub-contractor exclusively in connection with the provision of the Goods and/or Services
"Facility Contracts"	means the sub-contracts, licences for Supplier's Systems, licences for third party software or other agreements which are necessary to enable the Authority or any Replacement Contractor to perform the Goods and/or Services or the Replacement Goods and/or Services.
"Registers"	means the registers and database referred to in Clause 3.
"Replacement Goods and/or Services"	means any Goods and/or Services which are identical or substantially similar to any of the Goods and/or Services and which the Authority receives in substitution for the Goods and/or Services following the termination or expiry of this Contract, whether those services are provided by the Authority internally or by any Replacement Contractor.
"Transitional Assistance Notice"	means has the meaning set out in Clause 4.1 of this Appendix 7.

24. Purpose of Appendix

24.1 The Supplier is required to ensure the orderly transition of the Goods and/or Services from the Supplier to the Authority or any Replacement Contractor in the event of any termination (including partial termination) or expiry of this Contract. This Appendix sets out the principles of the exit and service transition arrangements which are intended to achieve this and upon which the Exit Plan shall be based.

24.2 For the avoidance of doubt the Supplier is responsible for the overall management of the exit and Service transfer arrangements.

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25. Exit Plan

25.1 The Exit Plan shall:

25.1.1 address each of the issues set out in this Appendix 7 to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Contractor and/or the Authority and shall ensure that there is no disruption in the supply of the Goods and/or Services and no deterioration in the quality of delivery of the Goods and/or Services;

25.1.2 detail how the Goods and/or Services will transfer to the Replacement Contractor and/or the Authority including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components run by the Supplier or any of its Sub-Contractors (where applicable);

25.1.3 specify the scope of the Transitional Assistance Goods and/or Services that may be required by the Authority, any charges that would be payable for the provision of Transitional Assistance Goods and/or Services and detail how such services would be provided (if required) during the termination period;

25.1.4 provide a timetable and identify critical issues for carrying out the Transitional Assistance Goods and/or Services; and

25.1.5 set out the management structure to be put in place and employed during the termination period.

26. Obligations during the Term

26.1 The Supplier and the Authority shall each appoint an exit manager and provide written notification of such appointment to each other within six (6) months after the Commencement Date. The Supplier's exit manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Appendix. The Supplier shall ensure that its exit manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with this Clause 3. The exit managers shall liaise with one another in relation to all issues relevant to termination or expiry and all matters connected with this Clause 3 and each party's compliance with it.

26.2 During the Term, the Supplier shall:

26.2.1 create and maintain a register of the Facility Assets and Facility Contracts;

26.2.2 create and maintain a database setting out the Supplier's technical infrastructure through which the Goods and/or Services are delivered. Such database shall be capable of allowing staff of the Replacement Contractor and/or the Authority to acquire sufficient technical understanding of how the Supplier provides the Goods and/or Services to ensure the smooth transition of the Goods and/or Services with the minimum of disruption; and

26.2.3 at all times keep the Registers up to date and shall maintain copies of any agreements referred to in any Register.

26.3 The Parties shall agree the format of the Registers as part of the process of agreeing the first Exit Plan.

26.4 At the same time as the Supplier submits a revised Exit Plan, it shall also submit to the Authority up-to-date Registers.

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26.5 The Supplier shall procure that all licences for third party software entered into with effect from or after the Effective Date and all Sub-Contracts shall be assignable or capable of novation at the request of the Authority to the Authority and/or any Replacement Contractor without restriction (including any need to obtain any consent or approval) or payment by the Authority. If the Supplier cannot procure such rights then the Supplier shall consult with the Authority on whether the rights that can be obtained are nevertheless acceptable to the Authority or whether the Supplier should seek an alternative provider of the goods or services to which the relevant agreement relates.

26.6 On reasonable notice, the Supplier shall provide to the Authority and/or to its Replacement Contractor (subject to the Replacement Contractor entering into reasonable written confidentiality undertakings with the Supplier), such material and information as the Authority shall reasonably require in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractor undertaking due diligence (including in relation to the Goods and/or Services, Assets, Authority's Data, Registers and Transferring Employees).

27. Transitional Assistance Goods and/or Services

27.1 The Authority shall be entitled to require the provision of Transitional Assistance Goods and/or Services by sending the Supplier a notice to that effect (**Transitional Assistance Notice**) at any time prior to termination or expiry. The Transitional Assistance Notice shall specify:

27.1.1 the date from which Transitional Assistance Goods and/or Services are required;

27.1.2 the nature and extent of the Transitional Assistance Goods and/or Services required; and

27.1.3 the period during which it is anticipated that Transitional Assistance Goods and/or Services will be required (Transitional Period) (which shall continue no longer than six (6) months after the date that the Supplier ceases to provide the Goods and/or Services or, in the event that a termination period is specified by the Authority, no longer than the end of the termination period).

27.2 The Authority shall have an option to extend the Transitional Period beyond the period specified in the Transitional Assistance Notice by written notice to the Supplier provided that such extension shall not extend beyond six (6) months after the expiry of the period referred to in Clause 4.1.3.

27.3 The Authority shall have the right to terminate its requirement for Transitional Assistance Goods and/or Services by serving not less than twenty (20) calendar days' notice upon the Supplier to such effect.

27.4 The Transitional Assistance Goods and/or Services shall be provided in good faith and in accordance with Good Industry Practice.

27.5 The Supplier shall continue to provide the Goods and/or Services (or the relevant part of them) during the Transitional Period in accordance with the Service Levels unless the Parties agree otherwise pursuant to paragraph 4.6.

27.6 Where the Supplier demonstrates to the Authority's reasonable satisfaction that transfer of the Goods and/or Services during the Transitional Period will have a material adverse effect on the Supplier's ability to meet a particular Service Level and such adverse effect is not due to a failure by the Supplier to perform this Contract,

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the parties shall vary the relevant Service Level and/or the applicable Service Credits to take account of such adverse effect.

27.7 During the Transitional Period, the Supplier shall, in addition to providing the Goods and/or Services and the Transitional Assistance Goods and/or Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Goods and/or Services to continue without interruption and to facilitate the orderly transfer of the Goods and/or Services. The Supplier shall use all reasonable endeavours to reallocate resources to provide these services without additional costs. However if this is not possible, any additional reasonable costs incurred by the Supplier in this regard which are not already in the scope of the Transitional Assistance Goods and/or Services or the Exit Plan shall be provided on a time-and-materials basis and subject to agreement under the Change Control Procedure.

27.8 The Authority and the Supplier acknowledge that the transition of the Goods and/or Services to the Replacement Contractor may be phased over a period of time so that certain identified Goods and/or Services are transferred to the Replacement Contractor before others.

27.9 The Authority shall, at the Supplier's reasonable request, require the Replacement Contractor and any agent or personnel of the Replacement Contractor, to enter into an appropriate confidentiality undertaking with the Supplier.

27.10 The Supplier shall comply with all of its obligations contained in the Exit Plan.

27.11 From the date six (6) months before expiry or from the service by either party of any Termination Notice (whichever is the earlier) and during any termination period, the Supplier shall not terminate or vary in any material respect any Transferable Contract without the Authority's prior written consent, such consent not to be unreasonably withheld or delayed.

27.12 The Supplier shall comply with all of its obligations regarding its personnel in accordance with Appendix 8 Staff Transfer (TUPE).

27.13 Upon termination or expiry (as the case may be) or upon expiration of the termination period or, provided that it does not have an adverse impact on the ability of the Supplier to provide the Goods and/or Services or the Transitional Assistance Goods and/or Services at any time during the termination period (as the Authority shall require):

27.13.1 the Supplier shall cease to use the Authority's Data and, at the direction of the Authority either:

(a) provide the Authority or Replacement Contractor with a complete and uncorrupted version of the Authority's Data in electronic form (or such other format as reasonably required by the Authority); or

(b) destroy (including removal from any hard disk) or return (at the Authority's option) all copies of the Authority's Data not required to be retained by the Supplier for statutory compliance purposes and confirm in writing that such destruction has taken place;

27.13.2 the Supplier shall erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the termination period any software containing the IPRs owned by the Authority;

27.13.3 the Supplier shall return to the Authority such of the following as are in the Supplier's possession or control:

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(a) all Authority Assets;

(b) all materials created by the Supplier under this Contract, the IPRs in which are owned by the Authority;

(c) any other equipment which belongs to the Authority; and

(d) any items that have been on-charged to the Authority, such as consumables;

27.13.4 the Supplier shall vacate any Authority Premises; and

27.13.5 each party shall return to the other party all Confidential Information of the other party and shall certify that it does not retain the other party's Confidential Information.

27.14 The Transitional Assistance Goods and/or Services to be provided by the Supplier shall include (without limitation) such of the following services as the Authority may specify:

27.14.1 stopping all non-critical Software changes (by agreement with the Authority);

27.14.2 providing to the Authority an up-to-date Business Process Manual;

27.14.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority or Replacement Contractor after the end of the termination period;

27.14.4 providing details of work volumes and staffing requirements over the preceding 12 months;

27.14.5 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth;

27.14.6 generating a computer listing of the source code in a form and on media as requested by the Authority;

27.14.7 transferring all training material and providing appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Goods and/or Services;

27.14.8 providing for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Goods and/or Services which may, as appropriate, include information, records and documents; and

27.14.9 answering all reasonable questions from the Authority and/or the Replacement Contractor regarding the Goods and/or Services.

28. Transfer of Assets and Contracts

28.1 Not less than six (6) months prior to expiry or, in the case of termination, as soon as practicable (but in any event not later than one (1) month following delivery of the up-to-date Registers) or in the event of a termination period, not later than one month prior to the date of expiration of the termination period, the Authority shall notify the Supplier:

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28.1.1 which (if any) of the Facility Assets the Authority requires to be transferred to it and/or any Replacement Contractor (to the extent that such Facility Assets are capable of legal transfer to the Authority) ("**Transferring Assets**");

28.1.2 which (if any) of the Facility Assets that are not capable of transfer, or any other Assets used by the Supplier in connection with the provision of the Goods and/or Services, that the Authority and/or the Replacement Contractor requires the continued use of; and

28.1.3 which (if any) of the Facility Contracts that the Authority requires to be transferred to it and/or to the Replacement Contractor or any other licences of the Supplier's Software or third party software required by the Authority and/or the Replacement Contractor ("**Transferring Contracts**"),

(b) in order for the Authority or the Replacement Contractor to provide the Replacement Goods and/or Services from the end of the termination period. At the request of the Authority the Supplier shall provide such assistance as may be necessary to help the Authority and/or the Replacement Contractor to identify which Assets and which Facility Contracts are required for the continued provision of the Goods and/or Services and the provision of the Replacement Goods and/or Services.

28.2 The Supplier shall sell the Transferring Assets to the Authority or the Replacement Contractor (as determined by the Authority) with effect from the end of the termination period and the sale shall take place at such place as the Authority shall specify. The Authority or the Replacement Contractor shall acquire the Transferring Assets at such cost as may be agreed between the Authority and the Supplier (whether net book value, fair market value or an alternative measure). Risk in such Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the termination period and title to such Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.

28.3 Where the Supplier is notified that the Authority and/or the Replacement Contractor requires continued use of any of the Assets, the Supplier shall:

28.3.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

28.3.2 procure a suitable alternative to such assets and the Authority or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

28.4 The Supplier shall at the Authority's request and with the co-operation of the Authority procure the novation or assignment to the Authority and/or Replacement Contractor of the Transferring Contracts.

28.5 The Authority shall:

28.5.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

28.5.2 once a Transferring Contract is novated or re-assigned to the Authority or the Replacement Contractor, the Authority shall carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that the Replacement Contractor does

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the same.

28.6 The Supplier shall indemnify the Authority (or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a party to a Transferring Contract which is assigned or novated to the Authority (or Replacement Contractor) pursuant to Clause 5.4 of in relation to any matters arising prior to the date of such assignment or novation.

29. Post-termination support

29.1 The Supplier shall at the Authority's request provide ongoing support of the Supplier's Software and the third party software on its normal commercial terms at a price no less favourable than the Supplier's then current standard rates in respect of such support services for as long as it is required.

30. Apportionments

30.1 There shall be apportioned between the Authority and the Supplier or the Replacement Contractor and the Supplier all outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Contracts.

30.2 This apportionment shall be carried out as follows:

30.2.1 the payments shall be annualised and divided by 365 to reach a daily rate;

30.2.2 the Authority shall be responsible for or shall procure that its nominee or the Replacement Contractor shall be responsible for or entitled to (as the case may be) an amount equal to the number of complete days during the period of the invoice after the transfer multiplied by that daily rate; and

30.2.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

30.3 Each party shall pay and the Authority shall procure that its nominee or the Replacement Contractor shall pay any monies due under this Clause 7 as soon as practicable.

31. Termination Sums

31.1 [insert if applicable/mark as Not Used]

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Appendix 8

Supplier Software and/or Hardware

Part A – Supplier Software and/or Hardware

[insert details of software/hardware to be provided by the Supplier

This will be referred to as the [Goods and/or Services]]

4. **Supplier Software[insert list]**
5. **Supplier Hardware[insert list]**
6. **Supplier Services [insert list]**

Part B - Authority Software and/or Hardware]

[insert details of software/hardware to be integrated with already in place at the Authority]

4. **Authority Software [insert list]**
5. **Authority Hardware [insert list]**

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6.

Appendix 9

Licence Details – Not Used

Number of Licenced Users: [insert]

Type of Licence User: [Concurrent or Perpetual]

Type of Licence: [insert (ie. Per User, Per Workstation etc)]

2 ***Software and Systems Documentation***

1.5 The Supplier shall provide the [Goods and/or Services] to the Authority under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Authority, and the Authority agrees to be bound by such licence terms.

1.6 The Supplier shall provide the [Goods and/or Services] under the terms of this agreement.

1.7 The Supplier shall, from time to time, provide the Authority with copies of the user Licence documentation containing sufficient up-to-date information for the proper use and maintenance of the [Goods and/or Services]. Such documentation may be supplied in electronic form.

1.8 The Authority may make such further copies of the documentation as are reasonably necessary for the use and maintenance of the [Goods and/or Services] and for training the Authority's personnel in use of the [Goods and/or Services]. The Authority shall ensure that all Supplier's proprietary notices are reproduced in any such copy.

7. Software Licence and Documentation

4.1. The Supplier grants, subject to the terms of this agreement, the Authority the non-exclusive, non-transferable right to use the [Goods and/or Services] and the documentation for the following purposes:

4.1.1. any activity in the course of the Authorities business as usual operation;

4.1.2. the provision of hardware or software facilities management, support, maintenance, development, disaster recovery, back-up, information processing, network or other services relating to the [Goods and/or Services];

4.1.3. use and storage of data within any database and the extraction and re-utilisation of data therefrom, and the amendment or merging of the data or database; and

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4.1.4. use in connection with any associated or interconnected networks, including the internet or intranet,

(together **Licensed Purposes**).

4.2. The [Goods and/or Services] may be used only by the Authority except as follows:

4.2.1. the Licence may be extended to contractors employed by the Authority for any of the Licensed Purposes referred to in Clause 2 of this Appendix 10;

4.2.2. installations of the [Goods and/or Services] may be run in parallel so as to minimise any disruption to business as usual operation;

4.2.3. the Licence may, with the prior written consent of the Supplier, be extended to additional Licensed users, and Appendix 2 Contract Price may be amended accordingly, provided that any appropriate additional fee is paid to the Supplier before such use;

4.2.4. if the Authority transfers its business permanently to another site(s), the [Goods and/or Services] may be used at the new site(s), provided that the Supplier is informed in writing of the change of site before use of the [Goods and/or Services] commences at the new site(s);

4.2.5. if the [Goods and/or Services] becomes inoperable for any reason, the [Goods and/or Services] may be temporarily used on backup equipment until the [Goods and/or Services] is repaired, and the Authority may use the [Goods and/or Services] for the purpose of testing whether any such backup equipment is suitable for use while the [Goods and/or Services] is inoperable; and

4.2.6. if any site becomes temporarily unusable due to flood, fire or similar damage, or an emergency situation occurs, the [Goods and/or Services] may be used at an alternative site until the site is again useable, provided that the Authority gives the Supplier notice of such alternative site. If the alternative site is managed by a third party, the third party must have signed a confidentiality undertaking addressed to the Supplier to protect the Supplier's confidential information before the [Goods and/or Services] is transferred to the alternative site.

5. Transfer or reproduction of Licensed Software

5.1. The Authority may make such copies of the [Goods and/or Services] as are reasonably necessary for use in accordance with this Licence and for the purposes of backup and security. The Authority has no right to make, or authorise the making of, any other copies of the [Goods and/or Services].

5.2. The Supplier shall at all times own all copies of all or any part of the [Goods and/or Services]. For copies recorded on a tangible medium, the Authority shall place on each copy of all or any part of the [Goods and/or Services] a clearly visible label indicating that the copy is the property of the Supplier and reproducing the Supplier's proprietary rights notice. For electronic copies, the Authority shall ensure that all proprietary notices contained in the [Goods and/or Services] shall be maintained in such copies and shall display when the software is run, in the same way as in the case of the [Goods and/or

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Services] as supplied by the Supplier. The Authority shall keep all copies of the [Goods and/or Services] in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

5.3. Except as permitted under Clause 2 of this Appendix 12, the Authority shall not:

5.3.1. sub-license, rent, lend, assign or transfer in any other way the Licence or the [Goods and/or Services] to any person without the prior written consent of the Supplier; and

5.3.2. give access to the [Goods and/or Services] through any network of computers to users who are not employees or agents of the Authority.

6. Use and adaptation of Licensed Software

6.1. The Authority may use the [Goods and/or Services] with other software.

6.2. The Authority may not make adaptations or variations of the [Goods and/or Services] without the prior consent of the Supplier.

6.3. The Authority may not disassemble, decompile, reverse translate or in any other manner decode the [Goods and/or Services], except as permitted by law.

7. User Licence Agreement

[insert the specific User Licence Agreement here]

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Appendix 10

Sub-Contractors

The below list is not exhaustive and the Parties may agree to add additional Sub-Contractors in writing from time to time, following the Change Control Process as detailed in Appendix 3.

Sub Contractor Name (Legal Entity)	Address	Contact Person	Email / Telephone Contact Details	Description of the Goods and/or Services
				[Guidance: to be provided under this Contract to the Participating Authority]

[Insert a list of the Sub-Contractors required to deliver the [Goods and/or Services] – suggested format for list above]

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Appendix 11

Maintenance

[insert the maintenance requirements as applicable to the [Goods and/or Services]]

3. Maintenance and Support Services

3.1. The Supplier shall notify the Authority promptly, in writing, of the issue of any new version of the [Goods and/or Services], specifying the in what way the new version differs from the previous version in terms of functionality, performance and compatibility.

3.2. For the avoidance of doubt, nothing in this Agreement shall oblige the Authority to take any new version.

3.3. The Supplier shall comply with the requirements of Appendix 1 Specification and shall meet the Service Levels and shall pay to the Authority the Service Credits set out in Appendix 1 Specification with respect to the delivery of the maintenance and support service.

4. Maintenance and Support Services: Customer's obligations

4.1. During the term in which the maintenance and support services are to be provided under this Appendix 14, the Authority shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the [Goods and/or Services].

4.2. The Authority shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the maintenance requirements, including provision of information and data, making available suitably qualified employees and contractors of the Authority and, subject to the Supplier's compliance with the Authority's normal security requirements:

4.2.1. provide access to the Authority's systems for the purpose of carrying out diagnostics and correction of defects, provided that system access shall be direct or remote, at the Authority's option, and that, in the latter case, such access will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Authority.

4.2.2. provide such further access for the Suppliers staff to the site(s) as is necessary to carry out the Supplier's obligations under this agreement. The Authority shall obtain for the Supplier all permissions necessary to obtain such access.

4.2.3. when the Suppliers staff are working on the site(s), provide facilities and supplies reasonably required by the Supplier, such as power and computer consumables.

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4.3. The Authority shall, at its own expense, provide the equipment necessary at the site(s) to enable the access in accordance with the specifications set out in the Appendix 1 Specification [and Tender Response Document], but all other costs and expenses for such access shall be borne by the Supplier.

4.4. The Authority shall appoint an individual to serve as primary contact with the Supplier for the purpose of the provision of [Goods and/or Services] under this Contract, and a deputy to that individual, and shall notify the Supplier of the names of those individuals promptly on their appointment.

4.5. The Authority may restrict access to certain areas of its premises or systems on security grounds.

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Appendix 12

Business Continuity Plans

32. Content of the Disaster Recovery and Business Continuity Plan

32.1 For the purpose of this Appendix 13, the term "**Disaster**" will mean an event or issue that could ipact on the operations of the Supplier and its ability to provide the Goods and/or Services including pandemics and Force Majeure Events.

32.2 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan is compliant with ISO 22301 and shall include:

32.2.1 details of how the Supplier will implement the Disaster Recovery and Business Continuity Plan;

32.2.2 details of how the Disaster Recovery and Business Continuity Plan inter-operates with any other disaster recovery and business continuity plan of the Authority (as notified by the Authority from time to time);

32.2.3 details as to how the invocation of any element of the Disaster Recovery and Business Continuity Plan may impact on the operation of the Goods and/or Services and a full analysis of the risks to the operation of the services; and

32.2.4 identification of all reasonably possible failures of or disruptions to the Goods and/or Services.

32.3 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan shall also include:

32.3.1 back-up methodology;

32.3.2 data verification procedures;

32.3.3 identification of all potential disaster recovery scenarios;

32.3.4 provision of appropriate levels of spares, maintenance equipment and test equipment;

32.3.5 responsibilities of the Sub-Contractors in the event of a Disaster;

32.3.6 hardware configuration details, network planning and invocation rules and procedures;

32.3.7 data centre site audits;

32.3.8 service levels that the Supplier will have to comply with in the event of a Disaster; and

32.3.9 Authority obligations and dependencies.

32.4 The Supplier shall also ensure that the Disaster Recovery and Business Continuity Plan defines the processes, activities and responsibilities relating to the application of emergency fixes in business-critical emergency situations. It shall also define the rules for storing data, the required availability for that data and the mechanisms for making that data available. It shall also include:

32.4.1 risk analysis (including failure scenarios, assessments, identification of single points of failure and ways to manage such failure and business impact analysis);

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32.4.2 possible areas where system critical elements can be "dual sourced" so as to eliminate or minimise single points of failure;

32.4.3 business continuity maintenance;

32.4.4 documentation of business processes, procedures and responsibilities;

32.4.5 a communications strategy; and

32.4.6 procedures for reverting to normal service.

33. Review and amendment of the Disaster Recovery and Business Continuity Plan

33.1 The Disaster Recovery and Business Continuity Plan shall be reviewed and tested by the Authority and the Supplier annually, or at such other times as may be requested by the Authority or the Supplier.

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[Schedule 10 E- Auction User Terms/ Not used]

[INSERT E-AUCTION TERMS HERE]

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Appendix A

Call-off Terms and Conditions for the Supply of Goods and the Provision of Services

HealthTrust Europe Recitals

Background to Framework

(A) HealthTrust Europe provides Procurement Services to the Customers on a call-off basis.

(B) HealthTrust Europe procured the Framework on behalf of the Authority for the benefit of the Customers, and the Customer wishes to enter into a Contract pursuant to such Framework.

NOW IT IS AGREED as follows

Where an Order Form is issued by the Customer that refers to the Framework Agreement, the Contract is made between the Customer and the Supplier on the date of that Order Form. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below ("**Schedules**").

The Customer and the Supplier undertake to comply with the provisions of the Schedules in the performance of the Contract.

The Supplier shall supply to the Customer, and the Customer shall receive and pay for, the [Goods/Services/Works] DN: delete as appropriate on the terms of the Contract.

For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of an Order Form covering the relevant [Goods/Services/Works] DN: delete as appropriate shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for [Goods/Services/Works] DN delete as appropriate covered by a valid Order Form.

The Definitions in Call-off Schedule 4 apply to the use of all capitalised terms in the Contract.

Schedules

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2 of these Call-off Terms and Conditions	General Terms and Conditions
Schedule 3 of these Call-off Terms and Conditions	Information and Data Provisions
Schedule 4 of these Call-off Terms and Conditions	Definitions and Interpretations
Schedule 5 of these Call-off Terms and Conditions	[Installation and Commissioning Services/**Not used**.]

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Schedule 5A of these Call-off Terms and Conditions	[Maintenance Services/**Not used.]**
Schedule 6 of these Call-off Terms and Conditions	[Logistics/**Not used.]**
Schedule 7 of these Call-off Terms and Conditions	[Pharmaceuticals/**Not used.]**
Schedule 8 of these Call-off Terms and Conditions	Specification and Tender Response Document
Schedule 9 of these Call-off Terms and Conditions	Commercial Schedule
Schedule 10 of these Call-off Terms and Conditions	Change Control Process
	Annex 1 - Change Request Form
	Annex 2 - Impact Assessment Form
	Annex 3 - Change Authorisation Note
Schedule 11 of these Call-off Terms and Conditions	[Implementation Plan**/Not used]**
Schedule 12 of these Call-off Terms and Conditions	[Premises and Locations**/Not used]**
Schedule 13 of these Call-off Terms and Conditions	TUPE
Schedule 14 of these Call-off Terms and Conditions	[Step-In Rights/Not used]
Schedule 15 of these Call-off Terms and Conditions	[Termination Sums/Not used]

Signed by the authorised representative of THE CUSTOMER

Name:	.....	Signature:	.....
Position:	.....		

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Signed by the authorised representative of THE SUPPLIER

Name:	……	Signature	……
Position:	……		

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Schedule 1of these Call-off Terms and Conditions

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

1.1 The standard Key Provisions at Clauses 1 to 11 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.

1.2 Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Order Form.

2 Term

2.1 This Contract shall commence on the Commencement Date.

2.2 The Term of this Contract shall be as set out in the Order Form.

2.3 The Term may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum applicable to the Contract if such maximum duration is set out in the Framework Agreement (including any options to extend).

3 Contract Managers

3.1 The Contract Managers at the commencement of this Contract shall be as set out in the Order Form or as otherwise agreed between the Parties in writing.

4 Names and addresses for notices

4.1 Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to in the Order Form.

5 Management levels for escalation and dispute resolution

5.1 Unless otherwise agreed by the Parties in writing, the management levels at which a Dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager
2	Assistant Director or equivalent	Assistant Director or equivalent
3	Director or equivalent	Director or equivalent

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6 Order of precedence

6.1 Subject always to Clause 1.9 of Schedule 4 of these Call-off Terms and Conditions, 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 Order Form

6.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;

6.1.3 the provisions on the front page of these Terms and Conditions for the Supply of Goods and the Provision of Services (Purchase Order Version);

6.1.4 Call-off Schedule 1 :Key provisions

6.1.5 Call-off Schedule 6: : [Logistics (if the Order is placed using the Logistics Sub-Contractor's Ordering Procedure and this Contract is therefore a Logistics Call-Off Contract, and this Call-off Schedule 6 shall take precedence over the documents set out in Clauses 6.1.6-6.1.9 below only in respect of aspects of the call-off Contract that relate to the Logistics Service)**/Not used**;]

6.1.6 Call-off Schedule 8: the Specification and Tender Response Document (but only in respect of the requirements);

6.1.7 Call-off Schedule 9: Commercial Schedule;

6.1.8 Call-off Schedule 11: Implementation Plan;

6.1.9 Call-off Schedule 2: General Terms and Conditions;

6.1.10 Call-off Schedule 3: Information Governance Provisions;

6.1.11 Call-off Schedule 4: Definitions and Interpretations;

6.1.12 Call-off Schedule 5: [Installation and Commissioning Services/Not Used];

6.1.13 Call-off Schedule 5A: [Maintenance Services/ Not Used];

6.1.14 Call-off Schedule 7: [Pharmaceutical Products/ Not Used];

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

6.1.16 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.

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

7.1 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

7.2 If any person who is an employee of the Customer or a Third Party claims or it is determined that their contract of employment has been transferred from the Customer or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

7.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;

7.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

7.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;

7.2.4 if after that period specified in Clause 7.2.2 of this Schedule 1 of these Call-off Terms and Conditions has elapsed, no offer of employment has been made by the Customer or Third Party, or such offer has been made by the Customer or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall 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 and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the requirements of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (January 2018).

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 Customer or where the Customer 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 The Within seven (7) days of the Commencement Date, the Supplier shall appoint (and notify to the Customer) 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

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of this Schedule 1. Without prejudice to the Customer'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 Customer 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 Customer 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 Customer) 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 Contract ("**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 this part of this Framework Agreement and any Contracts.

8.7 Within seven (7) days of the Commencement Date, the Supplier shall appoint (and notify to the Customer) 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 Customer'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 Customer 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 Customer 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 Customerk) to ensure that such failure is remedied by the earliest date reasonably possible.

9 Performance of the Services and Supply of Goods

9.1 The Supplier shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services and Supply of Goods to the Contract Standard.

9.2 To the extent that the Specification and Tender Response Document include the Turnaround Times, format and method of delivery of the Services and Deliverables and/or the applicable performance measures, performance due-by dates, minimum performance levels and methods of performance measurement in respect of the Services and Goods , the Supplier will abide by the same.

9.3 Time shall be of the essence with regard to the obligations of the Supplier under the Contract.

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9.4 The Customer and the Supplier will co-operate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Customer to derive the full benefit of the Contract. At all times in the performance of the Services, the Supplier will co-operate fully with any other Suppliers appointed by the Customer in connection with other services and Goods.

9.5 In addition to any more specific obligations imposed by the terms of the Contract, it shall be the duty of the Supplier to notify the Customer's Contract Manager of all significant changes to staffing, rates of pay or conditions of employment, or hours of work or other technological changes at least one month prior to the implementation of any such revised arrangements, to the extent that such changes relate to the Services.

9.6 The Supplier shall provide information in a format, medium and at times specified by the Customer, related to the performance of the Services and Supply of Goods as may be reasonably required.

9.7 In providing the Services and supplying the Goods, the Supplier shall use Good Industry Practice to ensure that any computer systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to the Customer's hospital information systems.

9.8 If at any time the Supplier becomes aware of any act or omission or any proposed act or omission by the Customer or by any member, official or employee of the Customer which prevents or hinders or may prevent or hinder the Supplier from providing the Services and/or supplying the Goods in accordance with the Contract then the Supplier shall immediately inform the Customer's Contract Manager of that fact. For the avoidance of doubt, the Supplier's compliance with this Clause shall not in any way relieve the Supplier of any of its obligations under the Contract.

9.9 The Supplier will immediately notify the Customer's Contract Manager of any actual or potential problems relating to the Supplier's own suppliers or subcontractors (including approved subcontractors) that affects or might affect his ability to provide the Services and/or supply the Goods.

9.10 The Supplier will be responsible for providing and maintaining the Services to the Contract Standard and KPIs at all times and will ensure continuity of supply of the Services and Goods (at no extra cost to the Customer) in accordance with the Specification and KPIs. The Supplier must have in place contingency plans and arrangements which are approved by the Customer to ensure continuity of supply of the Services and Goods.

9.11 The Supplier will immediately notify the Customer's Contract Manager of any actual or potential industrial action, including strike action, whether such action be of his own staff or others, that affects or might affect his ability at any time to provide the Services or supply the Goods.

9.12 The Supplier will be responsible for providing and maintaining the Services to the Contract Standard and Supplying Goods during industrial action, at no additional cost

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to the Customer. The Supplier must have in place contingency plans and arrangements which are approved by the Customer.

9.13 In the event of a major incident the Supplier shall perform the Services and Supply the Goods, together with such disaster recovery services as the Customer may require, in accordance with the relevant section of the Specification and the business continuity provisions of Clause 6 of Call-off Schedule 2.

10 Change Control Process

10.1 Any changes to this Contract, including to the Services and Goods, shall only be agreed in accordance with the Change Control Process set out in Call-off Schedule 10.

11 HealthTrust Europe Key Provisions

HealthTrust Europe LLP acts as principal in respect of the following provisions:

11.1 The Customer acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Customer under the Framework.

11.2 The Customer and the Supplier agree that (in addition to the Customer's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract.

12 Pharmaceutical Products ☐ (only applicable to the Contract if this box is checked)

12.1 As the Goods are pharmaceutical products, the NHS supplementary conditions of contract for the purchase of pharmaceuticals (December 2004) are incorporated at Call-off Schedule 7.

13 Installation and Commissioning Services ☐ (only applicable to the Contract if this box is checked)

13.1 The Supplier shall provide the Installation and Commissioning Services in accordance with the terms set out in Call-off Schedule 5.

13.2 The Supplier shall provide all necessary Installation and Commissioning Services to the Customer (as set out within Call-off Schedule 5 within the Contract Price, at no additional cost to the Customer; such Installation and Commissioning Services shall be delivered within such timescales as may reasonably be required by the Customer and to the standards prescribed within Clause 1.2 of Call-off Schedule 5.

14 Maintenance Services ☐ (only applicable to the Contract if this box is checked)

14.1 The Supplier shall provide the Maintenance Services in accordance with the terms set out Call-off Schedule 5A Maintenance Services.

15 Routine Maintenance and Goods Servicing ☐ (only applicable to the Contract if this box is checked)

15.1 In addition to the Maintenance Services set out at Call-off Schedule 5A, the Supplier shall attend at Customer's premises every [NUMBER] weeks during the Term to perform routine Maintenance Services for the Goods purchased by the Customer. Such routine Maintenance Services will be provided by the Supplier at its own expense.

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15.2 In the event that any emergency Maintenance Services are required in relation to any of the Goods purchased by the Customer during the Term, the Supplier shall, as soon as reasonably practicable, attend the Customer's premises to assess the extent of the fault or damage and any remedial works required.

15.3 In performing the routine Maintenance Services, the Supplier shall use reasonable endeavours to restore any malfunctioning or damaged Goods to good working order while in attendance at the Customer's premises. Where this is not reasonably practicable, the Supplier shall either arrange for a further visit to the Customer's premises to complete the repair, or remove the damaged Goods for repair off-site.

15.4 In the event that the faulty Goods cannot be repaired, the Supplier shall provide spare parts and/or replacements Goods, as necessary, to the Customer. [During the Term, the Supplier shall not charge the Customer for any spare parts and or replacement Goods.]

16 Volume Discount/Not used ☐ (only applicable to the Contract if this box is checked)

16.1 The Customer shall pay the Contract Price for the Goods with effect from the Commencement Date. If the [volume of Goods supplied to the Customer/value of the Customer's purchases] in a Contract Year (or part Year) equals or exceeds [insert value], a volume discount of [INSERT VALUE] shall apply to all the Customer's subsequent purchases of such Goods during that Contract Year and throughout the remaining Term of the Contract. Any volume discounts shall be calculated by reference to the Contract Prices in force on the Commencement Date, [before/after] applying any other discounts the Customer may be eligible for with respect to the Contract Prices.

17 Early Payment Discount/Not used ☐ (only applicable to the Contract if this box is checked)

17.1 If the Customer pays the Supplier's invoice in less than the specified 30 day period as set out within clause 9.8 of Call-off Schedule 2.

17.2 General Terms and Conditions the Customer shall be entitled to an early payment discount of [INSERT LEVEL OF DISCOUNT %] of the value of that month's invoice. The Supplier shall, in the subsequent month's invoice for the Goods, credit the Customer with the early payment discount achieved by the Customer in the preceding month.

18 Delivery Options/Not used ☐ (only applicable to the Contract if this box is checked)

18.1 **Next Day** - Provided that the Customer places its order for the Goods with the Supplier before [INSERT TIME] on any Business Day, the Supplier shall, without any additional charge guarantee delivery of the Goods to the Customer on the following Business Day.

18.2 **Free Delivery** - The Supplier shall, without charge, deliver the Goods to such locations as may reasonably be required by the Customer within a period of [INSERT NUMBER] days from the date the Customer places the Order with the Supplier.

18.3 If the Supplier for any reason anticipates difficulty in complying with any agreed delivery timescales, the Supplier shall promptly notify the Customer of the delay, and

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reason for such delay. If the Supplier cannot not comply with agreed delivery schedule the Customer may in some circumstances require delivery of the Goods by the fastest means available and charges resulting from any such premium transportation to be fully pre-paid and absorbed by the Supplier.

19 Additional Warranties/Not Used ☐ (only applicable to the Contract if this box is checked)

19.1 The Supplier warrants to the Customer that the Goods supplied under the Call-off Contract, whether supplied directly by Supplier or via a Sub-Contractor, shall be:

19.1.1 new, unadulterated and not used, remanufactured or reconditioned (unless specified in the Order and pre-approved by the Customer);

19.1.2 free from defects in design, whether patent or latent, materials and workmanship; and

19.1.3 fit and sufficient for all purposes for which such Goods are used, or to be used and for any particular purpose made known to the Supplier by HealthTrust Europe or the Customer.

19.2 The above warranties shall, apply for a period of [INSERT NUMBER] months from the date that ownership of the Goods passes to the Customer in accordance with Clause 3 of Call-off Schedule 2.

19.3 Any repaired or replaced Goods, or part thereof, shall carry warranties on the same terms as set out above, with the warranty period being the greater of the original unexpired warranty or [INSERT NUMBER] months after repair or replacement.

20 Training, Support Services and Help Desk ☐ (only applicable to the Contract if this box is checked)

20.1 The Supplier shall as soon as reasonably practicable after delivery of the Goods to the Customer, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods the Customer. The Supplier shall provide as much training and support to the Customer as the Customer may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Supplier. The Supplier shall at its own expense provide the Customer with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others.

20.2 The Supplier shall provide the Customer with details of the customer service and support telephone line within [insert timescales] days after delivery of the Goods to the Customer. The Supplier shall ensure that the customer telephone support line is manned between the hours of [8am and 5pm], Monday – Friday, by suitably qualified personnel able to resolve all day-to-day queries that the Customer may have in relation to the Goods.

21 New Technologies ☐ (only applicable to the Contract if this box is checked)

21.1 During the Term, if any new product or new technology related to the Goods (each a "**New Technology Product**") becomes available from the Supplier or any other

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supplier, and will replace existing Goods pursuant to the Framework for whatever reason, the Supplier shall not be permitted to increase the Contract Price in respect of such product(s). However, in the event that the Participating Authorities are given the option to replace existing Goods supplied pursuant to the Contract with a New Technology Product (i.e. such replacement is not obligatory), the Supplier has the right to increase the Contract Price to reflect that the Participating Authorities have opted to purchase the New Technology Product(s) provided always that such replacement produce and increased price is in accordance with Law. In the case of the latter situation, the Supplier shall provide the Customer and the Participating Authorities with full details of the New Technology Product and the additional costs (if any) associated with such products (applying discounts comparable to those applicable to the existing Goods under the Framework) in order for the Participating Authorities to make an informed decision as to whether to replace the existing Goods with the New Technology Product(s).

21.2 The Supplier shall notify the Customer and the Participating Authorities in writing of such at least thirty (30) days prior to the New Technology Products being made available for purchase through commercial/public release.

21.3 During the Term, if the Customer is notified of a New Technology Product pursuant to Clause 21.2 the Customer may request and the Supplier shall agree to supply the New Technology Product to the Customer for a period of [insert number] months, prior to such New Technology Product being made available for purchase through commercial/public release.

22 Benchmarking And Value For Money ☐ (only applicable to the Contract if this box is checked)

22.1 The Supplier represents and warrants that the Contract Price (including any applicable rebates) and the non-price terms detailed in the Framework (including quality and technology) are and during the Term will remain market competitive and represent Best Market Pricing.

22.2 During the Term the Supplier agrees that the Customer shall be entitled to carry out a benchmark review in any quarter. If a benchmark review is carried out and the Goods are found not to constitute Best Market Pricing, the Customer shall meet with the Supplier to agree any changes that would be required to the Goods, the Specification or the Contract Price to make the Goods Best Market Pricing.

22.3 As part of any benchmark review, the Customer shall also be entitled to assess and consider any new or developing technologies or goods that may be available in the market in accordance with Clause 21 above.

22.4 For the purposes of this Clause:

22.4.1 **"Average Price"** means, in relation to Equivalent Goods provided by a Comparison Sample, the mean price of the relevant Equivalent Goods over the previous 12-month period;

22.4.2 **"Best Market Pricing"** means, in relation to the Contract Price, where the charges paid for the Goods are less than or equal to the Average Price for

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Equivalent Goods provided by a Comparison Sample or the requirements of the Contract, having regard to the median quality and technical levels for Equivalent Goods provided by the Comparison Sample;

22.4.3 **"Comparison Sample"** means a sample of organisations providing Equivalent Goods;

22.4.4 **"Equivalent Goods"** means goods that are identical, or similar in all material respects to the Goods (including in terms of specification, volume and quality of performance) that are generally available within the UK and Europe and are supplied by a provider of similar goods to a customer of a similar nature to the Participating Authorities over a similar period and where available, including goods purchased by the Participating Authorities from any other service provider that are identical or similar to the Participating Authorities.

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

23.1 The Supplier agrees that if at any time during the Term it provides any [Goods [and/or/, Services] [and/or/, Works]equivalent or similar to the [Goods [and/or/, Services] [and/or/, Works] to a comparable customer for prices lower than the Contract Price then in force for those [Goods [and/or/, Services] [and/or/, Works] offered and levied to the Participating Authorities under the Contract, it shall reduce the relevant Contract Price to match the lower price for so long as the lower price is available (but for no longer) (the **"Competitiveness Guarantee")** and shall make all adjustments necessary to ensure its compliance with the Competitiveness Guarantee. Failure to maintain its compliance with the Competitiveness Guarantee shall be deemed a material breach of the Contract. For the purposes of this Clause 23, **"comparable customer"** means a customer who purchases [Goods [and/or/, Services] [and/or/, Works] substantially similar or equivalent to the [Goods [and/or/, Services] [and/or/, Works] in similar volumes as the Participating Authorities on broadly similar terms and conditions.

24 Data Protection

24.1 The Customer and the Supplier acknowledge it is their responsibility to carry out a data protection impact assessment as amended or modified ("DPIA") in accordance with the Data Protection Legislation and they shall enter into the necessary data protection related agreement if the DPIA determines they need to. For the avoidance of doubt, HealthTrust Europe's services do not extend to work involving DPIA's and data protection agreements arising thereunder and **HealthTrust Europe LLP accepts no responsibility in relation to the data protection issues between the Parties**. It is the responsibility of each the Customer and the Supplier to ensure they are legally compliant with Data Protection Legislation and not HealthTrust Europe LLP.

24.2 The Parties acknowledge they have read, understood and agree to the data protection provisions set out in Call-off Schedule 3.

[Guidance: If the Supplier is processing personal data, confirm whether the Supplier is doing so as a data controller or data processor.

Note that this must be considered at both Framework level and Call-Off Contract level.

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Note that the requirement for a Data Protection Protocol may be different at Framework level and Call-Off Contract level.

Please seek Legal input when drafting.]

[USE THE FOLLOWING IF NO PERSONAL DATA IS PROCESSED OR SHARED AT FRAMEWORK LEVEL]

24.3 Both Parties will comply with all applicable requirements of the Data Protection Legislation in respect of Personal Data processed in connection with this Framework. This Clause 24 in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

24.4 With respect to the parties' rights and obligations under this Framework, the parties acknowledge each party is a Data Controller in respect of any Personal Data it processes in connection with this Framework.

24.5 In respect of any Personal Data that it processes in connection with this Framework, each party shall:

24.5.1 process the Personal Data in compliance with the Data Protection Legislation;

24.5.2 ensure that any personnel with access to Personal Data are subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;

24.5.3 take all reasonable steps to ensure the reliability and integrity of any third party who has access to the Personal Data;

24.5.4 not disclose or transfer Personal Data outside of the UK;

24.5.5 ensure that once Personal Data is no longer required and relevant retention periods have expired, the Personal Data is securely and permanently deleted in accordance with that party's retention and disposal policies or returned to the originating party as appropriate;

24.5.6 provide clear and sufficient information to the Data Subjects, in respect of the Personal Data, as is required by the Data Protection Legislation;

24.5.7 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

24.5.8 promptly (and without undue delay) notify the other party in writing of any Personal Data Breach or breach of the Data Protection Legislation of which it becomes aware to the extent that such Personal Data Breach or breach of the Data Protection Legislation is likely to affect the other party.

24.6 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of Personal Data under this agreement against one or more of the parties, the parties will inform each other about any such

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disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

24.7 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

24.8 Each party shall indemnify the other and hold each other harmless from any cost, charge, damages, expense or loss which it causes the other as a result of its breach of any of the provisions of this Clause, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

24.9 The provisions of this Clause shall apply during the continuance of this Framework and indefinitely after its expiry or termination.

[USE THE FOLLOWING IF PERSONAL DATA IS BEING SHARED AT FRAMEWORK LEVEL]

24.10 The Parties acknowledge that the Customer is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Framework.

24.11 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Customer and may not be determined by the Supplier.

25 Additional Key Performance Indicators DN: usually the KPIs and Service Credit process would be set out in the Specification and Tender Response Document and so this section should not contradict this document ☐ (only applicable to the Contract if this box is checked)

25.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table**. DN: note that contracts over £5m per annum are required to have a minimum of 3 KPIs, so they would need to be set out here or in another schedule.**

25.2 The Supplier is required to manage and provide the Services in such a way as to meet the KPIs.

25.3 The Supplier shall monitor its performance against each Target KPI and shall send the Customer a [monthly/ quarterly] report detailing the achieved KPIs in a form and format to be mutually agreed.

The KPIs relating to this Contract are as follows: -

Ref	Service Level	Description	Quarterly Target	Measurement	Event Grading

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1	**Turnaround Times**	[LIST CATEGORIES OF TESTS AND ASSOCIATED TATS]	TAT to be 95% for each test category in each [month]	Measured from the point that the Supplier is scheduled to collect a batch of samples from the Customer's locations to the satisfactory upload of sample results onto the Customer's hospital information system.	Green > 98% Amber < 98% Red <97% Black < 95%
2	**Telephone Helpdesk Availability**	[Helpdesk to be open during Normal Working Hours to assist with administrative queries regarding test results. Calls to be answered promptly, in a professional manner and to resolve queries or forward them to the appropriate department for resolution]	90%	[Helpdesk performance to be measured by call-response times (90% of calls to be answered within [x] rings and [quarterly] service user satisfaction surveys]	Green > 98% Amber < 95% Red < 90% Black < 80%
3	**Lost/ problem/ unclear results**				
4					
5					
6					

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26 Monitoring Performance

26.1 Performance by the Supplier against each KPI shall be graded as follows: **DN: for contracts over £5m per annum, when reporting annually, the ratings are good, approaching target, requires improvement, inadequate and other. For such contracts it may be beneficial for this section to correlate with the reporting requirements to make reporting easier.**

Green Event	Meets the KPI
Amber Event	Some failure to meet the KPI which requires closer monitoring and plans for corrective action.
Red Event	Material failure to meet the KPI
Black Event	Significant failure to meet the KPI

26.2 The Supplier shall provide the Customer with a [monthly/quarterly] performance report detailing its performance in respect of each of the Service Levels.

26.3 The Contract Managers shall have regular meetings to monitor and review the performance of this agreement, the achievement of the KPIs and the provision of the Services. Such meetings shall be minuted by the Supplier's Contract Manager and copies of those minutes shall be circulated to and approved by both parties.

26.4 Prior to each meeting, the Contract Managers shall notify each other of any problems relating to the provision of the Services for discussion at the meeting. At the meeting, the parties shall agree a plan to address such problems. Progress in implementing the plan shall be included in the agenda for the next meeting.

26.5 The Customer and the Supplier shall review the KPIs every three (3) months throughout the Contract Period and make any changes in accordance with the Change Control Process to reflect changes in the requirements for the Services.

27 Service Level Failure

27.1 A Service Level Failure shall occur where, in any one-month period:

Red Event	Registered against two KPIs
Black Event	Registered against one KPI

28 Service Credits

28.1 If there is a Service Level Failure, the Supplier shall:

28.1.1 notify the Customer immediately of the Service Level Failure;

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28.1.2 otherwise than in the occurrence of a Relief Event, automatically credit the Customer with the applicable service credits as described below ("Service Credits");

28.1.3 provide the Customer with a draft remediation plan which sets out the steps to be taken by the Supplier in order to remedy the Service Level Failure and prevent recurrence ("Remediation Plan");

28.1.4 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Level Failure from recurring; and

28.1.5 carry out the actions identified in Remediation Plan in accordance with its terms.

28.2 Other than in the following circumstances:

28.2.1 Any negligent act or omission of the Customer;

28.2.2 Any breach of an express provision of this Contract by the Customer;

28.2.3 Any Force Majeure Event;

28.2.4 if there is a Service Level Failure, the Customer shall be entitled to a Service Credit equal to 2% of the Contract Price (based on the Fixed, Semi Fixed and Variable Costs), payable for affected service element(s) in that Month period.

28.3 Service Credits shall either be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within thirty (30) Business Days of issue of the credit note. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer.

28.4 The aggregate Service Credits for any month shall be capped at three (3) Service Credits or 6% of the Contract Price payable for that month.

28.5 Relief Event means

28.5.1 any breach of any express provision of this Contract by the Customer including without limitation an obligation to comply with the Customer's obligations;

28.5.2 any negligent act or omission of the Customer;

28.5.3 any Force Majeure Event.

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Schedule 2of these Call-off Terms and Conditions

General Terms and Conditions

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1 Supply of Goods and the provision of Services

1.1 The Supplier shall supply the Goods ordered by the Customer and provide the Services under this Contract:

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 the provisions of the Framework Agreement as applicable and/or the provisions of the Order Form;

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.

1.2 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.

1.3 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 1.3 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, if specified in the Order Form, carry out all implementation activities 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 Customer. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

1.4 Where the Supplier is providing services, the Supplier shall commence delivery of the Services on the Services Commencement Date.

1.5 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document and/or the Order From, including, without limitation, the KPIs and all obligations in relation to the quality, performance characteristics, supply, delivery, installation and training in relation to the Goods and their use.

1.6 Unless otherwise agreed by the Parties in writing, the Goods shall be new, consistent with any sample, and shall comply with any applicable specification set out in this Contract (to include, without limitation, the provisions of the Customer's requirements set out in the Specification and Tender Response Document and the Supplier's response to such requirements) and any applicable manufacturers' specifications.

1.7 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations:

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1.7.1 required to supply the Goods are in place prior to the delivery of any Goods to the Customer; and

1.7.2 required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.

1.8 If there are any incidents that in any way relate to or involve the use of the Goods by the Customer, or the use of the Services by the Customer, the Supplier shall cooperate fully with the Customer in relation to the Customer's application of the Policies on reporting and responding to all incidents, including serious incidents requiring investigation, and shall respond promptly to any reasonable and proportionate queries, questions and/or requests for information that the Authority may have in this context in relation to the Goods or the Services.

1.9 If there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Supplier or any regulatory or other body in relation to the Goods or the Services, the Supplier shall promptly provide the Customer with a copy of any such reports, notices, alerts or other communications.

1.10 Upon receipt of any such reports, notices, alerts or other communications pursuant to Clause 1.9 of this Schedule 2 of these Call-off Terms and Conditions, the Customer 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.

1.11 The Supplier notes and agrees that the Customer is required to publish the Contract on the CDP, subject to any reasonable redactions which shall be at the sole discretion of the Customer.

2 Delivery of the Goods and passing of risk and ownership in the Goods

2.1 The Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and delivery instructions (to include, without limitation, as to delivery location and delivery times) set out in the Specification and Tender Response Document, the Order Form or as otherwise agreed with the Customer in writing.

2.2 Delivery shall be completed when the Goods have been unloaded at the location specified by the Customer and such delivery has been received by a duly authorised agent, employee or location representative of the Customer. The Customer shall procure that such duly authorised agent, employee or location representative of the Customer is at the delivery location at the agreed delivery date and times in order to accept such delivery. Any arrangement by which the Goods are collected by the Customer in return for a discount on the Contract Price shall be agreed by the Parties in writing (where due to an emergency such arrangements cannot be committed to writing prior to collection, the Parties shall confirm such arrangements in writing as soon as possible following collection). Where the Customer collects the Goods, collection is deemed delivery for the purposes of the Contract.

2.3 The Supplier shall ensure that a delivery note shall accompany each delivery of the Goods. Such delivery note shall contain the information specified in the Specification and Tender Response Document or as otherwise agreed with the Customer in writing.

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Where such information requirements as to the content of delivery notes are not specified or separately agreed, such delivery notes shall, as a minimum, contain the Customer's order number, the name and address of the Customer, a description and quantity of the Goods, and shall show separately any extra agreed charges for containers and/or any other item not included in the Contract Price or, where no charge is made, whether the containers are required to be returned.

2.4 Part deliveries and/or deliveries outside of the agreed delivery times/dates may be refused unless the Customer has previously agreed in writing to accept such deliveries. Where delivery of the Goods is refused by the Customer in accordance with this Clause 2.4 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall be responsible for all risks, costs and expenses associated with the re-delivery of the Goods in accordance with the agreed delivery times/dates. Where the Customer accepts delivery more than five (5) days before the agreed delivery date, the Customer shall be entitled to charge the Supplier for the costs of insurance and storage of the Goods until the agreed date for delivery.

2.5 Unless otherwise set out in the Specification and Tender Response Document or agreed with the Customer in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licences, all related costs, and all other costs associated with the delivery of the Goods to the delivery location and unloading of the Goods at that location. Without limitation to the foregoing provision of this Clause 2.5 of this Schedule 2 of these Call-off Terms and Conditions, unless otherwise stated in the Specification and Tender Response Document or agreed with the Customer in writing, the Supplier shall be responsible for obtaining all export and import licences for the Goods and shall be responsible for any delays to the delivery time due to such licences not being available when required. In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to the Customer as to the country of origin of the Goods and shall be liable to the Customer for any extra duties or taxes for which the Customer may be accountable should the country of origin prove to be different from that set out in the Specification and Tender Response Document.

2.6 All third party carriers engaged to deliver the Goods shall at no time be an agent of the Authority and accordingly the Supplier shall be liable to the Customer for the acts and omissions of all third party carriers engaged to deliver the Goods to the Customer.

2.7 Risk in the Goods shall pass to the Customer when the Goods are delivered as specified in this Contract or, in the case of Goods which require installation by the Supplier, when that installation process is complete.

2.8 Ownership of the Goods shall pass to the Customer on the earlier of:

2.8.1 full payment for such Goods; or

2.8.2 where the goods are consumables or are non-recoverable (e.g. used in clinical procedures), at the point such Goods are taken into use. For the avoidance of doubt, where ownership passes in accordance with this Clause 2.8 of this Schedule 2 of these Call-off Terms and Conditions, then the full Contract Price for such Goods shall be recoverable by the Supplier

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from the Customer as a debt if there is non-payment of a valid undisputed invoice issued by the Supplier to the Customer in relation to such Goods.

2.9 All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under this Contract shall be and remain at the sole risk of the Supplier, whether or not they are situated at a delivery location.

3 Inspection, rejection, return and recall of the Goods

3.1 As relevant and proportionate to the Goods in question and subject to reasonable written notice, the Supplier shall permit any person authorised by the Customer, to inspect work being undertaken in relation to the Goods and/or the storage facilities used in the storage of the Goods at all reasonable times at the Supplier's premises or at the premises of any Sub-contractor or agent of the Supplier in order to confirm that the Goods are being manufactured and/or stored in accordance with Good Industry Practice and in compliance the requirements of this Contract and/or that stock holding and quality assurance processes are in accordance with the requirements of this Contract.

3.2 Without prejudice to the provisions of Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions and subject to Clause 3.8 of this Schedule 2 of these Call-off Terms and Conditions, the Customer shall visually inspect the Goods within a reasonable time following delivery (or such other period as may be set out as part of the Customer's requirements in the Specification and Tender Response Document, if any) and may by written notice reject any Goods found to be damaged or otherwise not in accordance with the requirements of this Contract ("**Rejected Goods**"). The whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in all material respects to the requirements of the Contract.

3.3 Without prejudice to the provisions of Clause 3.6 of this Schedule 2 of these Call-off Terms and Conditions, upon the rejection of any Goods in accordance with Clauses 3.2 and/or 3.7 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall at the Customer's written request:

3.3.1 collect the Rejected Goods at the Supplier's risk and expense within ten (10) Business Days of issue of written notice from the Customer rejecting the Goods; and

3.3.2 without extra charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) supply replacements for the Rejected Goods to the Customer subject to the Customer not cancelling its purchase obligations in accordance with Clause 3.6 of this Schedule 2 of these Call-off Terms and Conditions.

3.4 If the Supplier requests and the Customer accepts that the Rejected Goods should be disposed of by the Customer rather than returned to the Supplier, the Customer reserves the right to charge the Supplier for the costs associated with the disposal of the Rejected Goods and the Supplier shall promptly pay any such costs.

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3.5 Risk and title in respect of any Rejected Goods shall pass to the Supplier on the earlier of: (a) collection by the Supplier in accordance with Clause 3.3 of this Schedule 2; or (b) immediately following the expiry of ten (10) Business Days from the Customer issuing written notification rejecting the Goods. If Rejected Goods are not collected within ten (10) Business Days of the Authority issuing written notification rejecting the Goods, the Customer may return the Rejected Goods at the Supplier's risk and expense and charge the Supplier for the cost of storage from the expiry of ten (10) Business Days from the date of notification of rejection.

3.6 Where the Customer rejects any Goods in accordance with Clauses 3.2 and/or 3.7 of this Schedule 2 of these Call-off Terms and Conditions and the Customer no longer requires replacement Goods, the Customer may by written notice cancel its purchase obligations in relation to such quantity of Rejected Goods. Should the Customer have paid for such Rejected Goods the Supplier shall refund such payment to the Customer within thirty (30) days of the Customer cancelling such purchase obligations and informing the Supplier that the Customer does not require replacements for such Rejected Goods.

3.7 Without prejudice to any other provisions of this Contract or any other warranties or guarantees applicable to the Goods supplied and subject to Clause 3.8 of this Schedule 2 of these Call-off Terms and Conditions, if at any time following the date of the delivery of any Goods, all or any part of such Goods are found to be defective or otherwise not in accordance with the requirements of this Contract ("**Defective Goods**"), the Supplier shall, at the Customer's discretion:

3.7.1 upon written request and without charge, promptly (and in any event within twenty (20) Business Days or such other time agreed by the Parties in writing acting reasonably) remedy the deficiency by repairing such Defective Goods; or

3.7.2 upon written notice of rejection from the Customer, treat such Defective Goods as Rejected Goods in accordance with Clauses 3.2 to 3.6 of this Schedule 2 of these Call-off Terms and Conditions.

3.8 The Supplier shall be relieved of its liabilities under Clauses 3.2 to 3.6 (inclusive) and/or Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions to the extent only that the Goods are damaged, there are defects in the Goods and/or the Goods fail to comply with the requirements of this Contract due, in each case, to any acts or omissions of the Customer.

3.9 The Customer's rights and remedies under Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions shall cease within a reasonable period of time from the date on which the Customer discovers or might reasonably be expected to discover that the Goods are Defective Goods or within such other period as may be set out as part of the requirements in the Specification and Tender Response Document, if any. For the avoidance of doubt, Goods not used before their expiry date shall in no event be considered Defective Goods following the date of expiry provided that at the point such Goods were delivered to the Customer they met any shelf life requirements set out in the Specification and Tender Response Document.

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3.10 Where the Supplier is required by Law, Guidance, and/or Good Industry Practice to order a product recall ("**Requirement to Recall**") in respect of the Goods, the Supplier shall:

3.10.1 promptly (taking into consideration the potential impact of the continued use of the Goods on patients, service users and the Customer as well as compliance by the Supplier with any regulatory requirements) notify the Customer in writing of the recall together with the circumstances giving rise to the recall;

3.10.2 from the date of the Requirement to Recall treat the Goods the subject of such recall as Defective Goods in accordance with Clause 3.7 of this Schedule 2 of these Call-off Terms and Conditions;

3.10.3 consult with the Customer as to the most efficient method of executing the recall of the Goods and use its reasonable endeavors to minimise the impact on the Customer of the recall; and

3.10.4 indemnify and keep the Customer indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Customer as a result of such Requirement to Recall.

4 Operation of the Services

4.1 The Services shall be provided at such Customer premises and at such locations within those premises, as may be set out in the Order From or as otherwise agreed by the Parties in writing ("**Premises and Locations**").

4.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Customer shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.

4.3 Subject to Clause 4.4 of this Schedule 2 of these Call-off Terms and Conditions, any access granted to the Supplier and its Staff under Clause 4.2 of this Schedule 2 of these Call-off Terms and Conditions 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 4.3 of this Schedule 2 of these Call-off Terms and Conditions.

4.4 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 4.2 and Clause 4.3 of this Schedule 2 of these Call-off Terms and Conditions, such further rights shall be limited to any rights granted to the Supplier by the Customer in accordance with any licence and/or lease entered into by the Supplier as referred to in any Order Form.

4.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document and/or the Order Form, the Customer may increase,

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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 4.4 of this Schedule 2 of these Call-off Terms and Conditions. Where there is no such specific mechanism set out in the Specification and Tender Response Document and/or the Order Form, 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 of these Call-off Terms and Conditions. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the dispute resolution process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions.

4.6 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 Customer for use by the Supplier:

4.6.1 shall be provided at the Customer's sole discretion;

4.6.2 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;

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

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

4.7 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 Customer 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.

4.8 The Supplier shall notify the Customer forthwith in writing:

4.8.1 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

4.8.2 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.

4.9 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Customer with a copy of any report or other

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communication published or provided by the relevant regulatory body in relation to the provision of the Services.

4.10 Upon receipt of notice pursuant to Clause 4.8 of this Schedule 2 of these Call-off Terms and Conditions or any report or communication pursuant to Clause 4.9 of this Schedule 2 of these Call-off Terms and Conditions, the Customer 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.

4.11 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 Customer's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Customer to help the Customer deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Customer'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 Customer'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.

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

4.13 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.

4.14 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.

4.15 The Supplier shall be relieved from its obligations under this Contract to provide the Services to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Customer . To qualify for such relief, the Supplier must notify the Customer promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Customer together with the potential impact on the Supplier's obligations.

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.

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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 supply the Goods and/or 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, the Order Form 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 Customer , 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; and

5.5.6 comply with the Customer's staff vetting procedures and other staff protocols, as may be relevant to this Contract and which are notified to the Supplier by the Customer in writing.

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 Customer's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Customer.

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

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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 Customer'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 of these Call-off Terms and Conditions;

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 of these Call-off Terms and Conditions; 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 of these Call-off Terms and Conditions.

5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2 of these Call-off Terms and Conditions, 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 Customer 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

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Customer's written consent and with such safeguards being put in place as the Customer may reasonably request. Should the Customer 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 Customer any information that the Customer reasonably requests to enable the Customer to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 of these Call-off Terms and Conditions have been met.

5.13 The Customer 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 Customer will act reasonably in making such a request. Prior to making any such request the Customer shall raise with the Supplier the Customer's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Customer shall be under no obligation to have such prior discussion should the Customer have concerns regarding patient or service user safety.

5.14 Unless otherwise confirmed by the Customer 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 Customer (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 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:

6.1.1 the criticality of this Contract to the Customer; and

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

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

6.2 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 Customer and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Customer , at the Customer'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

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requirements of this Clause 6.3 of this Schedule 2 of these Call-off Terms and Conditions and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Customer a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

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

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

7 The Authority's obligations

7.1 Subject to the Supplier supplying the Goods and providing the Services in accordance with this Contract, the Customer will pay the Supplier for the Goods and/or Services in accordance with Clause 9 of this Schedule 2 of these Call-off Terms and Conditions.

7.2 The Customer shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the supply of the Goods and the provision of the Services.

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

7.4 The Customer 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 Customer of any such cooperation necessary in circumstances where such cooperation will require the Customer 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 Customer'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

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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 Customer regarding the supply of the Goods, 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 by the Customer regarding the supply of Goods or provision of Services and 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 Customer .

8.4 Unless specified otherwise in the Specification and Tender Response Document, the Customer 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 Customer 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 Customer 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 process set out in Clause 5 of the Key Provisions and Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions.

8.5 The Supplier shall provide such management information as the Customer may request from time to time and/or such information as the Customer 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 Customer in such form as may be specified by the Customer and, where requested to do so, the Supplier shall also provide such information to another Contracting Authority, whose role it is to: (a) 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); or (b) manage the Framework Agreement with the Supplier ("**Third Party Body**"). The Supplier confirms and agrees that the Customer may itself provide the Third Party

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Body with management information relating to the Goods and 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 Customer and/or the Third Party Body, or by the Customer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Customer:

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 Customer shares the management information or any other information provided under Clause 8.6 of this Schedule 2 of these Call-off Terms and Conditions, 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 Customer to such Contracting Authority, be informed of the confidential nature of that information by the Customer and shall be requested by the Customer not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.8 The Customer 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 Customer 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 Customer is required to do so by the Procurement Act 2023.

9 Price and payment

9.1 The Contract Price shall be calculated in accordance with the provisions of the Framework Agreement, as confirmed in the Order Form.

9.2 Unless otherwise stated in the Framework Agreement and/or the Order Form, the Contract Price:

9.2.1 shall remain fixed during the Term; and

9.2.2 in respect of the Goods, is the entire price payable by the Customer to the Supplier in respect of the provision of the Goods and includes, without limitation:

(i) packaging, packing materials, addressing, labelling, loading, delivery to and unloading at the delivery location, the cost of any import or export licences, all appropriate taxes (excluding VAT), duties and tariffs, any expenses arising from import and export administration, any installation costs and associated works, the costs of all associated documentation and information supplied or

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made accessible to the Customer in any media, and any training in relation to the use, storage, handling or operation of the Goods;

(ii) any royalties, licence fees or similar expenses in respect of the making, use or exercise by the Supplier of any Intellectual Property Rights for the purposes of performing this Contract, and any licence rights granted to the Customer in accordance with Clause 11 of this Schedule 2 of these Call-off Terms and Conditions; and

(iii) costs and expenses in relation to supplies and materials used by the Supplier or any third party in the manufacture of the Goods, and any other costs incurred by the Supplier in association with the manufacture, supply or installation of the Goods; and

9.2.3 in respect of the Services:

(i) shall be payable from the Actual Services Commencement Date; and

(ii) is the entire price payable by the Customer 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 Framework Agreement and/or the Order Form:

9.3.1 where the Framework Agreement and/or the Order Form confirms that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Customer, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Goods supplied or 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 of these Call-off Terms and Conditions does not apply, the Supplier shall invoice the Customer for the Goods or Services at any time following completion of the supply of the Goods or the provision of the Services in compliance with this Contract.

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 Customer may inform the Supplier from time to time.

9.5 Each invoice must be addressed to such individual as the Customer may inform the Supplier from time to time and issued, transmitted and received by the Customer 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

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(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 Customer 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 Where the Contract Price is or may become subject to any pricing requirements of any voluntary and/or statutory pricing regulation schemes, the Parties shall comply with such pricing requirements as required by Law from time to time and specifically as required by the statutory pricing regulation scheme (and any future regulation) or to the extent applicable to the Supplier from time to time as an industry member of a voluntary scheme, including any reductions in price by reason of the application of such schemes.

9.8 The Customer shall pay any sum due to be paid in respect of a valid and undisputed invoice received in accordance with Clause 9.3 to 9.5 of this Schedule 2 of these Call-off Terms and Conditions before the end of the period of thirty (30) days beginning with:

9.8.1 the day on which an invoice is received by the Customer in respect of the sum; or

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

9.9 However, the Customer 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 Customer shall notify the Supplier without undue delay if it considers the invoice is invalid or it disputes the invoice.

9.10 Where the Customer raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Clause 22 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Customer 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 of these Call-off Terms and Conditions has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Customer has then failed to pay such sum within a reasonable period following such determination.

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9.11 The Supplier shall pay to the Customer 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 and/or the Order Form. For the avoidance of doubt, the Customer may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Customer in accordance with the provisions of the Specification and Tender Response Document and/or Order Form. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.

9.12 The Customer reserves the right to set-off:

9.12.1 any monies due to the Supplier from the Customer as against any monies due to the Customer from the Supplier under this Contract; and

9.12.2 any monies due to the Customer from the Supplier as against any monies due to the Supplier from the Customer under this Contract.

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

9.14 [DN PPN 015 and 018 to be reviewed on a case by case basis]The Supplier shall;

9.14.1 ensure that all sub-suppliers utilised in the Supplier's performance of this Contract shall have their invoices paid within a maximum period of 60 days of the date of issue (90% of which shall have an action plan) ;

9.14.2 ensure that all sub-suppliers' invoices are paid within an average of 55 days from the date of issue; and

9.14.3 provide evidence of such payments as the Customer shall reasonably require.

9.15 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 shall comply with the Framework Agreement;

10.1.2 the Goods shall be suitable for the purposes and/or treatments as referred to in the Specification and Tender Response Document, be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in this Contract;

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10.1.3 it shall ensure that prior to actual delivery to the Customer the Goods are manufactured, stored and/or distributed using reasonable skill and care and in accordance with Good Industry Practice;

10.1.4 without prejudice to the generality of the warranty at 10.1.3 of this Schedule 2 of these Call-off Terms and Conditions, it shall ensure that, the Goods are manufactured, stored and/or distributed in accordance with any Law, Guidance and/or Good Industry Practice relevant to the Goods, and in accordance with any specific instructions of the manufacturer of the Goods;

10.1.5 it shall ensure that all facilities used in the manufacture, storage and distribution of the Goods are kept in a state and condition necessary to enable the Supplier to comply with its obligations in accordance with this Contract;

10.1.6 it has, or the manufacturer of the Goods has, manufacturing and warehousing capacity sufficient to comply with its obligations under this Contract;

10.1.7 it will ensure sufficient stock levels to comply with its obligations under this Contract;

10.1.8 it shall ensure that the transport and delivery of the Goods mean that they are delivered in good and useable condition;

10.1.9 where the Goods are required to be stored at a certain temperature, it shall provide, or shall procure the provision of, complete and accurate temperature records for each delivery of the Goods during the period of transport and/or storage of the Goods from the point of manufacture to the point of delivery to the Customer;

10.1.10 where there is any instruction information, including without limitation patient information leaflets, that accompany the Goods, it shall provide a sufficient number of copies to the Customer and provide updated copies should the instruction information change at any time during the Term;

10.1.11 all Goods delivered to the Customer shall comply with any shelf life requirements set out in the Specification and Tender Response Document;

10.1.12 it shall not make any significant changes to the Goods without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed;

10.1.13 any equipment it uses in the manufacture, delivery, or installation of the Goods 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;

10.1.14 it has and shall as relevant maintain all rights, consents, authorisations, licences and accreditations required to supply the Goods;

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10.1.15 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;

10.1.16 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;

10.1.17 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;

10.1.18 it shall not make any significant changes to its system of quality controls and processes in relation to the Goods and/or Services without notifying the Customer 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);

10.1.19 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;

10.1.20 receipt of the Goods and/or Services by or on behalf of the Customer and use of the Goods and/or deliverables or of any other item or information supplied or made available to the Customer will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

10.1.21 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 supply of the Goods and/or the provision of the Services;

10.1.22 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;

10.1.23 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;

10.1.24 without limitation to the generality of Clause 10.1.21 of this Schedule 2 of these Call-off Terms and Conditions, 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 Customer and/or any competent body, as relevant to the supply of the Goods, the provision of the Services

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and the Supplier's access to the Premises and Locations in accordance with this Contract;

10.1.25 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Customer of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the Goods and/or 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;

10.1.26 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;

10.1.27 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 Customer's information and communications technology systems;

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

10.1.29 it shall provide to the Customer any information that the Customer may request as evidence of the Supplier's compliance with Clause 10.1.28 of this Schedule 2 of these Call-off Terms and Conditions;

10.1.30 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the Goods, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Customer from time to time (acting reasonably);

10.1.31 all information included within the Supplier's responses to any documents issued by the Customer 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/or Order Form) and all accompanying materials is accurate;

10.1.32 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;

10.1.33 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;

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

10.1.35 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;

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10.1.36 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;

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

10.1.38 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 Where the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of the Goods under this Contract relates to medical devices and/or medicinal products (both as defined under any relevant Law and Guidance), the Supplier warrants and undertakes that it will comply with any such Law and Guidance and with Good Industry Practice relating to such activities in relation to such medical devices and/or medicinal products. In particular, but without limitation, the Supplier warrants that:

10.2.1 at the point such Goods are supplied to the Customer, all such Goods which are medical devices shall have valid CE marking or UKCA marking as required by Law and Guidance and that all relevant marking, authorisation, registration, approval and documentation requirements as required under Law and Guidance relating to the sale, manufacture, assembly, importation, storage, distribution, supply, delivery, or installation of such Goods shall have been complied with. Without limitation to the foregoing provisions of this Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, upon written request from the Authority, make available to the Customer evidence of the grant of such valid CE marking or UKCA marking, and evidence of any other authorisations, registrations, approvals or documentation required;

10.2.2 at the point such Goods are supplied to the Customer, all such Goods which are medicinal products shall have a valid marketing authorisation as required by Law, Guidance and Good Industry Practice in order to supply the Goods to the Customer and that all relevant authorisation, labelling, registration, approval and documentation requirements as required under Law and Guidance relating to the sale, manufacture, assembly, importation, storage, distribution, supply or delivery of such Goods shall have been complied with. Without limitation to the foregoing provisions of this Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, upon written request from the Customer, make available to the Customer evidence of the grant of any required valid marketing authorisation, and evidence of any other authorisations, labelling, registrations, approvals or documentation required; and

10.2.3 it shall maintain, and no later than any due date when it would otherwise expire, obtain a renewal of, any authorisation, registration or approval (including without limitation CE marking, UKCA marking and/or marketing authorisation) required in relation to the Goods in accordance with Law

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and Guidance until such time as the Goods expire or the Customer notifies the Supplier in writing that it has used or disposed of all units of the Goods supplied under this Contract.

10.3 If the Supplier is in breach of Clause 10.2 of this Schedule 2 of these Call-off Terms and Conditions, then, without prejudice to any other right or remedy of the Customer, the Customer shall be entitled to reject and/or return the Goods and the Supplier shall, subject to Clause 13.2 of this Schedule 2 of these Call-off Terms and Conditions, indemnify and keep the Customer indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Customer as a result of such breach.

10.4 The Supplier agrees to use reasonable endeavours to assign to the Customer upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods in full or part.

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

10.6 Without prejudice to the generality of Clause 10.5 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier acknowledges that a failure by the Supplier to submit accurate invoices and other information on time to the Customer may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Customer, delaying or failing to make relevant payments to the Customer. Customer, the Supplier warrants that it shall submit accurate invoices and other information on time to the Customer .

10.7 The Supplier warrants and undertakes to the Customer 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 Customer to comply with such eProcurement Guidance.

10.8 The Supplier warrants and undertakes to the Customer that, as at the Commencement Date, it has notified the Customer 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:

10.8.1 notify the Customer in writing of such fact within five (5) Business Days of its occurrence; and

10.8.2 promptly provide to the Customer 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;

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(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;

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

(E) such other information that the Customer may reasonably require.

10.9 The Supplier further warrants and undertakes to the Customer that it will inform the Customer in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 of these Call-off Terms and Conditions have been breached or there is a risk that any warranties may be breached.

10.10 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 Unless specified otherwise in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier hereby grants to the Customer, for the life of the use of Goods by the Customer, 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 Customer) of any Intellectual Property Rights required for the purposes of receiving and using, and to the extent necessary to receive and use, the Goods (to include any associated technical or other documentation and information supplied or made accessible to the Authority in any media) in accordance with this Contract.

11.2 The Supplier warrants and undertakes to the Customer 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 Customer as part of the Services.

11.3 Unless specified otherwise in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier hereby grants to the Customer, for the life of

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the use by the Customer of any deliverables, material or any other output supplied to the Customer 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 Customer) to use, modify, adapt or enhance such items in the course of the Customer's normal business operations. For the avoidance of doubt, unless specified otherwise in any Key Provisions and/or the Specification and Tender Response Document and/or elsewhere in this Contract, the Customer shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Customer in any format as part of the Services.

12 Indemnity

12.1 The Supplier shall be liable to the Customer for, and shall indemnify and keep the Csutomer 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 10.1.19 and/or Clause 11 of this Schedule 2 of these Call-off Terms and Conditions; 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 supply of Goods and 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 Customer.

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 of these Call-off Terms and Conditions and Clause 2.6 of Schedule 3 of these Call-off Terms and Conditions shall be unlimited. Liability under Clauses 3.10.4, 10.3, 12.1.2 and 12.1.4 of this Schedule 2 of these Call-off Terms and Conditions shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2 of these Call-off Terms and Conditions.

12.3 In relation to all third party claims against the Customer, which are the subject of any indemnity given by the Supplier under this Contract, the Customer 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 Customer; and/or

12.3.2 relating to the Customer's membership of any indemnity and/or risk pooling arrangements.

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12.4 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 Customer 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 Customer).

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 of these Call-off Terms and Conditions, 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 Customer to the Supplier for the Goods and 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 goods and/or services;

13.3.2 costs incurred in relation to any product recall;

13.3.3 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

13.3.4 the costs of extra management time; and/or

13.3.5 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.

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13.5 If the total Contract Price paid or payable by the Customer 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

13.6 Clause 13 of this Schedule 2 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions and unless otherwise confirmed in writing by the Customer, 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, product 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 Customer 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 specified in the Framework Agreement, if any.

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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 of these Call-off Terms and Conditions on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Customer 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 Customer that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 of these Call-off Terms and Conditions and/or the provisions of the Framework Agreement 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 Customer:

15.2.1 subject to Clause 15.2.2 of this Schedule 2 of these Call-off Terms and Conditions 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 referred to in the Key Provisions; or

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15.2.2 where the Term or any extension of the Term expires at a date the same as or after expiry of the Framework Agreement (including any extensions of the Framework Agreement in accordance with its terms), shall only be entitled to extend the Term with the prior written agreement of the Supplier, such agreement not to be unreasonably withheld or delayed.

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 9.10 of this Schedule 2 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions. 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 of these Call-off Terms and Conditions, 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 Customermay terminate this Contract by issuing a Termination Notice to the Supplier:

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15.5.1 if the Supplier does not commence supply of the Goods and/or 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 Customer and the Customer shall be entitled to withhold such consent if, in the reasonable opinion of the Customer, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Customer;

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 of these Call-off Terms and Conditions;

15.5.5 pursuant to and in accordance with any termination rights set out in any Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2.1 of this Schedule 2 of these Call-off Terms and Conditions;

15.5.6 if the warranty given by the Supplier pursuant to Clause 10.8 of this Schedule 2 of these Call-off Terms and Conditions is materially untrue, the Supplier commits a material breach of its obligation to notify the Customer 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 10.8 of this Schedule 2 of these Call-off Terms and Conditions, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.8 of this Schedule 2 of these Call-off Terms and Conditions that in the reasonable opinion of the Customer are acceptable; or

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

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15.6 If the Customer, 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 Customer 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 Customer 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 Customer 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 of these Call-off Terms and Conditions in accordance with any reasonable timescales specified in any such notice issued by the Customer 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 (as set out in Clause 22.3 of this Schedule 2 of these Call-off Terms and Conditions) shall entitle, but shall not compel, the Customer to terminate this Contract in accordance with Clause 15.4 of this Schedule 2 of these Call-off Terms and Conditions.

In order that the Customer may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall provide the Customer 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 Customer may terminate this Contract by issuing a Termination Notice to the Supplier where

15.7.1 the Customer 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

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Commencement Date or applied before the Commencement Date by reference to different circumstances; and

(ii) the Customer 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 Customer may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Customer terminating this Contract under this Clause 15.7.4.

15.8 Before terminating the Contract in accordance with Clauses 15.7.2(i) to 15.8.3, the Customer 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 Customer 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 Customer's decision to terminate the Contract.

15.9 Before terminating the Contract in accordance with Clauses 15.7.2(i) and 15.8.3 on the basis that a supplier to whom the Supplier is sub-contracting is an excluded or excludable supplier, the Customer 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 Customer novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Customer to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 of these Call-off Terms and Conditions 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 Customer if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Customer.

15.11 Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Customer, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Customer with the first draft of an exit plan within one (1) month of the Commencement Date.

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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 of these Call-off Terms and Conditions (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 Subject to the provision set out in Clause 16.5 of this Schedule 2 of these Call-off Terms and Conditions, upon expiry or earlier termination of this Contract, the Customer agrees to pay the Supplier for:

16.1.1 the Goods which have been supplied by the Supplier and not rejected by the Customer in accordance with this Contract prior to the expiry or earlier termination of this Contract; and

16.1.2 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 Customer shall be delivered by the Supplier to the Customer provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to this Contract; (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 Customer shall be returned to the Customer 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 of these Call-off Terms and Conditions for the period set out in Clause 24.1 of this Schedule 2 of these Call-off Terms and Conditions.

16.4 The Supplier shall cooperate fully with the Customer 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 Customer to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.

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16.5 If the Customer terminates the Contract in accordance with Clause 15.5.1 of this Schedule 2 of these Call-off Terms and Conditions, the Customer shall be entitled to a refund of any sums paid under this Contract provided the Customer informs the Supplier in writing of its intention to claim such refund no later than thirty (30) days of the effective date of such termination. Should the Customer seek a refund in respect of Goods already delivered, the Customer shall return such Goods to the Supplier at the Supplier's written request and at the Supplier's cost and expense.

16.6 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with any Order Form shall automatically terminate.

16.7 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.

16.8 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

16.9 The expiry or earlier termination of the Framework Agreement shall not affect this Contract. For the avoidance of doubt, any obligations set out in the Framework Agreement that form part of this Contract shall continue to apply for the purposes of this Contract notwithstanding any termination of the Framework Agreement.

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 and to the extent permitted by Law, supply to the Customer and keep updated all information required by the Customer 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 Customer, 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 Customer 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 Customer, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2 of these Call-off Terms and Conditions, the Customer may withhold payment under Clause 9 of this Schedule 2 of these Call-off Terms and Conditions.

17.4 The Supplier shall be liable to the Customer for, and shall indemnify and keep the indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any

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deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2 of these Call-off Terms and Conditions.

17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2 of these Call-off Terms and Conditions, 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 Customer, 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 Customer to disclose information about the Supplier Personnel to any Interested Party provided that the Customer informs the Interested Party in writing of the confidential nature of the information.

17.9 The Parties agree that where a Successor or the Customer provides the Services or services which are fundamentally the same as the Services in the immediate or

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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 of these Call-off Terms and Conditions and (where relevant) the requirements of Clause 1.6 of Part D of Schedule 7 of the NHS Terms and Conditions for the Provision of Services (Contract Version) (December 2016) shall apply.

17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the 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 Customer 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 Customer, 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 Customer, 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 Customer, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of

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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 Customerand/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 17.2 of this Schedule 2 of these Call-off Terms and Conditions;

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 Customer, 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 Customer, 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 Customer, as appropriate, to provide an identical benefit but where the Successor or Customer, 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 Customer'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 Customer provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 of these Call-off Terms and Conditions 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 Customer and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the

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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 Customer or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:

17.16.1 the Customer 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 Customer or Successor;

17.16.3 if such offer of employment is accepted, the Customer 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 of these Call-off Terms and Conditions has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Customer 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 Packaging, identification, end of use and coding requirements

18.1 The Supplier shall comply with all obligations imposed on it by Law and Guidance relevant to the Goods in relation to packaging, identification, and obligations following end of use by the Customer.

18.2 Unless otherwise specified in the Specification and Tender Response Document or otherwise agreed with the Customer in writing, the Goods shall be securely packed in trade packages of a type normally used by the Supplier for deliveries of the same or similar goods in the same quantities within the United Kingdom.

18.3 The Supplier shall comply with any labelling requirements in respect of the Goods: (a) specified in the Specification and Tender Response Document; (b) agreed with the Customer in writing; and/or (c) required to comply with Law or Guidance.

18.4 The Supplier shall ensure that all Goods that are required by Law or Guidance to bear any safety information, environmental information, any mark, tab, brand, label, serial numbers or other device indicating place of origin, inspection by any government or other body or standard of quality at the point such Goods are delivered shall comply with such requirements at the point of delivery.

18.5 Unless otherwise set out in the Specification and Tender Response Document or agreed with the Customer in writing, the Supplier shall collect without charge any returnable containers and/or packages (including pallets) within twenty one (21) days

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of the date of the relevant delivery. Empty containers and/or packages not so removed may be returned by the Customer at the Supplier's expense or otherwise disposed of at the Customer's discretion. The Supplier shall credit the Customer in full for any containers for which the Customer has been charged upon their collection, return and/or disposal by the Customer in accordance with this Clause 18.5 of this Schedule 2 of these Call-off Terms and Conditions.

18.6 Unless otherwise confirmed and/or agreed by the Customer in writing and subject to Clause 18.7 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall ensure full compliance with any Guidance issued by the Department of Health and Social Care in relation to the adoption of GS1 and PEPPOL standards (to include, without limitation, any supplier compliance timeline and other policy requirements published by the Department of Health and Social Care in relation to the adoption of GS1 and PEPPOL standards for master data provision and exchange, barcode labelling, and purchase-to-pay transacting).

18.7 Once compliance with any published timelines has been achieved by the Supplier pursuant to Clause 18.6 of this Schedule 2 of these Call-off Terms and Conditions, the Supplier shall, during the Term, maintain the required level of compliance relating to the Goods in accordance with any such requirements and Guidance referred to as part of this Contract.

18.8 Once product information relating to Goods is placed by the Supplier into a GS1 certified data pool, the Supplier shall, during the Term, keep such information updated with any changes to the product data relating to the Goods.

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, social and labour Law requirements in force from time to time in relation to the Goods and 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, social and labour requirements, characteristics and impacts of the Goods and 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 Goods and Services being supplied and 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,

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as referred to at Clause 19.1.2 of this Schedule 2 of these Call-off Terms and Conditions.

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 Customer's anti-slavery policy as provided to the Supplier by the Customer 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 Customer 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 Customer, prepare and deliver to the Customer 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 Customer;

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 Clause 19 of this Schedule 2 of these Call-off Terms and Conditions.

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 Customer 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

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(ii) as 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 Customer in writing in accordance with Clause 19.5 of this Schedule 2 of these Call-off Terms and Conditions.

19.5 The Supplier shall notify the Customer 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 Customer pursuant to Clause 19.5 of this Schedule 2 of these Call-off Terms and Conditions, it shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer 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 or the undertaking at Clause 19.4 of this Schedule 2 of these Call-off Terms and Conditions in addition to its other rights and remedies provided under this Contract, the Customer may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Customerr (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 Customer for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2 of these Call-off Terms and Conditions. For the avoidance of doubt, the Customer may audit the Supplier's compliance with this Clause 19 of this Schedule 2 of these Call-off Terms and Conditions in accordance with Clause 24 of this Schedule 2 of these Call-off Terms and Conditions.

20 Electronic product and services information

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

20.2 The Supplier warrants that the Product Information and the Services Information is complete and accurate as at the date upon which it is delivered to the Customer and that the Product Information and the Services Information shall not contain any data

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or statement which gives rise to any liability on the part of the Customer following publication of the same in accordance with Clause 20 of this Schedule 2 of these Call-off Terms and Conditions.

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

20.4 The Supplier grants the Customer a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and the Services Information and any Intellectual Property Rights in the Product Information and the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods and Services) available pursuant to the Customer's contracts from time to time. Subject to Clause 20.5 of this Schedule 2 of these Call-off Terms and Conditions, no obligation to illustrate or advertise the Product Information or the Services Information is imposed on the Customer, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2 of these Call-off Terms and Conditions.

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

20.6 Before any publication of the Product Information and the Services Information (electronic or otherwise) is made by the Customer, the Customer will submit a copy of the relevant sections of the Customer's product and/or services catalogues 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 Customer to exhibit the Product Information and/or the Services Information in any product and/or services catalogues as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 of these Call-off Terms and Conditions or otherwise under the terms of this Contract.

20.7 If requested in writing by the Customer, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Customer 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 Customer that the Customer's requirements for the Goods and/or 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 Customer from time to time.

21.2 Subject to Clause 21.3 of this Schedule 2 of these Call-off Terms and Conditions, any change to the Goods and/or Services or other variation to this Contract shall only be

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binding once it has been agreed (a) in accordance with any Change Control Process if any 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 supply the Goods or 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 Customer 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 Customer 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 of these Call-off Terms and Conditions 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 level until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

22.4 If the procedure set out in Clause 22.3 of this Schedule 2of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions or at such other time as may be agreed by the Parties in writing.

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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 Customer 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 Customer taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the supply of the Goods and/or 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 Customer publishing information regarding Disputes in compliance with its obligations under the Procurement Act 2023.

22.7 Clause 22 of this Schedule 2 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions;

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 of these Call-off Terms and Conditions.

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

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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 Customer 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 of these Call-off Terms and Conditions and subject to Clause 23.10 of this Schedule 2 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions shall continue in full force and effect unless otherwise specified in this Contract.

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24 Records retention and right of audit

24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2 of these Call-off Terms and Conditions, 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 Customer shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Customer 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 Customer shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Customer 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 Customer or its authorised representative if requested.

24.5 The Supplier shall grant to the Customer 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 Customer'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 Customer 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 of these Call-off Terms and Conditions 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 Customer, 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.

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24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Customer 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 Customer, 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 Customer under the provisions of this Contract. The Supplier will disclose to the Customer full particulars of any such conflict of interest which may arise.

25.2 The Customer 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 Customer, 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 Customer under the provisions of this Contract. The actions of the Customer pursuant to this Clause 25.2 of this Schedule 2 of these Call-off Terms and Conditions shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Customer.

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 Customer 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 Customer may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Customer 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, a supplier of Goods 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, a supplier of Goods 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 Customer in light of the Customer'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 Customer 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

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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 of these Call-off Terms and Conditions.

26.2 The Supplier shall meet reasonable requests by the Customer for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2 of these Call-off Terms and Conditions.

27 Notice

27.1 Subject to clause 22.5 of Schedule 2 of these Call-off Terms and Conditions, 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 Order Form or such other person as one Party may inform the other Party in writing from time to time or to a director of the relevant Party at the head office, main UK office or registered office of such Party.

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 of these Call-off Terms and Conditions 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 Customer 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 Customer 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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions shall be subject to:

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28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.12 of this Schedule 2 of these Call-off Terms and Conditions;

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

28.2.3 the Customer 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 Customer shall make payment

28.2.4 the provisions of Clause 9 of this Schedule 2 of these Call-off Terms and Conditions continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Customer; and

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

28.3 Any authority given by the Customer for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Customer 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 manufacture, supply, delivery or installation of or training in relation to the Goods or the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Customer in writing, which:

28.4.1 contain at least equivalent obligations as set out in this Contract in relation to such manufacture, supply, delivery or installation of or training in relation to the Goods or 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 Customer (such approval not to be unreasonably withheld or delayed);

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

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28.4.5 requires the Supplier or other party receiving goods or 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 of these Call-off Terms and Conditions, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7(ii)of this Schedule 2 of these Call-off Terms and Conditions 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:

(i) the day on which the invoice is received by the Supplier in respect of the sum; or

(ii) 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 15.7.4 of this Schedule 2 of these Call-off Terms and Conditions;

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 Custoomer 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 Customer shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the supply of the Goods and/or 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 Customer. 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 Customer, 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 Customer that it intended to sub-contract all or part of this

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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 Customer 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 Customer, the Customer may;

(i) where the Supplier indicated to the Customer 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 Customer 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 Customer 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 Customer 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 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

29.1.1 offered, given or agreed to give any officer or employee of the Customer 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 Customer or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Customer; or

29.1.2 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 Customer; and

29.1.3 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

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2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Customer, the Customer shall be entitled:

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

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

29.2.3 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;

29.2.4 any termination under Clause 29.2 of this Schedule 2 of these Call-off Terms and Conditions shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Customer; and

29.2.5 notwithstanding Clause 22 of this Schedule 2 of these Call-off Terms and Conditions, any Dispute relating to:

(i) the interpretation of Clause 29 of this Schedule 2 of these Call-off Terms and Conditions; or

(ii) the amount or value of any gift, consideration or commission, shall be determined by the Customer, 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

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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 of these Call-off Terms and Conditions, 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 Customer relating to the supply of the Goods and the provision of 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 Customer'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 of these Call-off Terms and Conditions, 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.

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Schedule 3 of these Call-off Terms and Conditions

Information and Data Provisions

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 of these Call-off Terms and Conditions, 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 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions 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 Customer 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

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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 Customer 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 Customer'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 Customer 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;

1.3.7 and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Customer 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 of these Call-off Terms and Conditions.

1.4 The Supplier may only disclose the Customer's Confidential Information, and any other information provided to the Supplier by the Customer in relation to 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 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Customer's written discretion, destroyed securely or returned to the Customer when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Customer'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 of these Call-off Terms and Conditions, the Supplier shall not, without the prior written consent of the Customer (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 Customer and/or make any other announcements about this Contract.

1.6 Clause 1 of this Schedule 3 of these Call-off Terms and Conditions 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

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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.

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 Customer 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 Customer 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

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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 Customer 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 of these Call-off Terms and Conditions and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

2.6 The Supplier shall indemnify and keep the Customer 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.

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 Customer 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 Customer's behalf for the purposes of this Contract are subject to the obligations and commitments of the Customer 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 Customer;

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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 Customer 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 Customer;

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 Customer) and will promptly (and in any event within two (2) Business Days) transfer the request to the Customer;

3.2.5 that the Customer, 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 Customer 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 Customer 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 of these Call-off Terms and Conditions, the Customer 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 Customer's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Customer to enable the customer 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 Clause3 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

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Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall:

4.1.1 notify the Customer 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 Customer 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 Customer's information governance Policies;

4.1.2 fully cooperate with the Customer, 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 Customer and shall provide full information and cooperation as may be reasonably requested by the Customer 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 Customer Data, fully cooperate with the Customer, 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 Customer and shall provide full information and cooperation as may be reasonably requested by the Customer 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 Customer 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 Customer of such implementation; and

4.1.5 without prejudice to any other rights or remedies available to the Customer or obligations of the Supplier, without charge remedy or procure the remedy of any vulnerabilities, in the Customer's, Supplier's, Subcontractor's or third party supplier's information and communication technology systems **("Vulnerabilities**") as may be required in writing by the

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Customer 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 Customer and shall promptly inform the Customer 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 Customer, 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 here confirms and agrees that the Customer may at any time also appoint NHS England to receive information and provide instructions on its behalf in relation to Clause 4.1.

4.3 Except where not required in accordance with the Specification and Tender Response Document or where notified to the Supplier by the Customer 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 Customer 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 Customer with a completed DTAC assessment in relation to such deliverable;

4.6.2 the Supplier must notify the Customer in writing, in advance of any supply of Services or deliverable to the Customer, 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 Customer without cost or charge to the Customer

4.6.3 without prejudice to other rights of the Customer in relation to the Customer Data and subject to the Supplier having express authority from the Authority to utilise Customer Data, Customer Data shall not be used in

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decision making, training, or development of artificial intelligence technology except with the express written permission of the Customer for such use.

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DATA PROTECTION PROTOCOL

Guidance: This Data Protection Protocol is for use alongside the NHS terms and conditions. The Table A at the beginning of the Protocol should be completed by the Customer setting out the nature of the relationship and processing that will be taking place under the Contract.]

Table A – Processing, Personal Data and Data Subjects

This Table A shall be completed by the Customer, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Customer at its absolute discretion.

The contact details of the Customer's Data Protection Officer are: [Insert Contact details]

The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]

Description	**Details**
Identity of the Controller and Processor	*[The Parties acknowledge that the Customer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties.]* *In respect of Personal Data where the Customer is the Controller and the Supplier is the Processor, Clause 1 of this Protocol will apply.]* *[The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data which the purposes and means of the Processing is determined jointly by the both Parties]* *In respect of Personal Data under joint control, Clause 2 of this Protocol will apply.]* *[The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of:* *[Insert the scope of Personal Data shared which the purposes and means of the Processing means that they are independent Controllers.]* *In respect of Personal Data shared under the Contract in circumstances where the Customer and the Supplier are independent Controllers, Clause 3 of this Protocol will apply.]*

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Subject matter of the Processing	*[This should be a high level, short description of what the Processing is about, ie its subject matter of the contract.* *Example: The Processing is needed in order to ensure that the Processor can effectively deliver the Contract to provide a service to members of the public.]*
Duration of the Processing	*[Clearly set out the duration of the Processing including dates]*
Nature and purposes of the Processing	*[Please be as specific as possible, but make sure that you cover all intended purposes.* *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.* *The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]*
Type of Personal Data being Processed	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc]*
Sensitive Data being Processed	*[Examples: Special category data under Article 9 of the UK GDPR including racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. Also, criminal convictions under Article 10 of the UK GDPR.* *Sensitive Data Processed and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website, etc]*
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	*[Describe how long the data will be retained for, how it be returned or destroyed]*

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Technical and organisational measures including technical and organisational measures to ensure the security of the data	*[The technical and organisational measures need to be described concretely and not in a generic manner.* *Description of the technical and organisational security measures implemented by the Processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, as well as the risks for the rights and freedoms of natural persons.* *Examples of possible measures (note that precise details must be given in relation to each measure – ie do not just repeat the high level bullet points below, as these are just examples of the types of measures):* • *Measures of pseudonymisation and encryption of Personal Data* • *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of Processing systems and services* • *Measures for ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident* • *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the Processing* • *Measures for user identification and authorisation* • *Measures for the protection of data during transmission* • *Measures for the protection of data during storage* • *Measures for ensuring physical security of locations at which Personal Data are Processed* • *Measures for ensuring events logging* • *Measures for ensuring system configuration, including default configuration* • *Measures for internal IT and IT security governance and management* • *Measures for certification/assurance of processes and products* • *Measures for ensuring data minimisation*

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	• *Measures for ensuring data quality* • *Measures for ensuring limited data retention* • *Measures for ensuring accountability* • *Measures for allowing data portability and ensuring erasure* *For transfers to Processor/Sub-processors, also describe the specific technical and organisational measures to be taken by the Processor/Sub-processor to be able to provide assistance to the controller.* *Description of the specific technical and organisational measures to be taken by the Processor to be able to provide assistance to the Controller.]*

Data Protection Protocol Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: "**Authority**", "**Data Protection Legislation**", "**UK GDPR**", "**Process**" and "**Processor**" and "**Supplier**" are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise

"Controller"	shall have the same meaning as set out in the UK GDPR;
"**Data Protection Impact Assessment**"	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"**Data Protection Officer**"	shall have the same meaning as set out in the UK GDPR;
"**Data Recipient**"	means that Controller who receives the relevant Personal Data;
"**Data Subject**"	shall have the same meaning as set out in the UK GDPR;
"**Data Subject Request**"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"**Data Transferor**"	means that Controller who transfers the relevant Personal Data;
"**Information Commissioner**"	means the Information Commissioner in the UK;
"**Joint Controllers**"	means where two or more Controllers jointly determine the purposes and means of Processing;
"**Personal Data Breach**"	shall have the same meaning as set out in the UK GDPR;
"Processor"	shall have the same meaning as set out in the UK GDPR;
"**Protocol**" or "**Data Protection Protocol**"	means this Data Protection Protocol;
"**Sensitive Data**"	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;

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"**Sub-processor**"	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1 Supplier as data processor

1.1 Purpose and scope

1.1.1 The purpose of this Clause 1 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.

1.1.2 This Clause 1 applies to the Processing of Personal Data as specified in Table A.

1.1.3 Table A is an integral part of this Clause 1.

1.1.4 This Clause 1 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.

1.1.5 This Clause 1 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

1.2 Invariability of this Clause 1

1.2.1 The Parties undertake not to modify Clause 1, except for adding information to Table A or updating information in it.

1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 1 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 1 or detract from the fundamental rights or freedoms of Data Subjects.

1.3 Interpretation

1.3.1 Where this Clause 1 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.

1.3.2 This Clause 1 shall be read and interpreted in the light of the provisions of the UK GDPR.

1.3.3 This Clause 1 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

1.4 Hierarchy

1.4.1 In the event of a contradiction between this Clause 1 and the provisions of the Contract and/or related agreements between the Parties existing at the

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time when this Clause 1 is agreed or entered into thereafter, this Clause 1 shall prevail.

1.5 **Description of the Processing**

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

1.6 **Obligation of the Parties**

1.6.1 Instructions

(i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.

(ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

1.6.2 Purpose Limitation

(i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

1.6.3 Duration of the Processing of Personal Data

(i) Processing by the Processor shall only take place for the duration specified in Table A.

1.6.4 Security of Processing

(i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.

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(ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.6.5 Sensitive Data

(i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

1.6.6 Documentation and compliance

(i) The Parties shall be able to demonstrate compliance with this Clause 1.

(ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 1.

(iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 1 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 1, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.

(iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.

(v) The Parties shall make the information referred to in this Clause 1, including the results of any audits, available to the Information Commissioner on request.

1.6.7 Use of Sub-processors

(i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 1 to a Sub-processor, without the Controller's prior specific

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written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.

(ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 1. The Processor shall ensure that the Sub-processor complies with the obligations to which the Processor is subject pursuant to this Clause 1 and to the UK GDPR.

(iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.

(iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.

(v) The Processor shall agree a third party beneficiary clause with the Sub-processor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

1.6.8 <u>International Transfers</u>

(i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.

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(ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR, provided the conditions for the use of those standard contractual clauses are met.

1.7 **Assistance to the Controller**

1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.

1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and 1.7.2, the Processor shall comply with the Controller's instructions.

1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:

(i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;

(ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;

(iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and

(iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the

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Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

1.8 **Notification of Personal Data Breach**

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2 Personal Data Breach concerning data Processed by the Controller

(i) In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:

(A) in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(B) in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:

1) the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

2) the likely consequences of the Personal Data Breach; and

3) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(C) in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the

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Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

1.8.3 Personal Data Breach concerning data Processed by the Processor

(i) In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:

(A) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);

(B) the details of a contact point where more information concerning the Personal Data Breach can be obtained; and

(C) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

1.9 **Non-compliance with this Clause 1 and termination**

1.9.1 Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 1, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 1 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 1 for whatever reason.

1.9.2 The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 1 if:

(i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 1 is not restored within a reasonable time and in any event within one month following suspension;

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(ii) the Processor is in substantial or persistent breach of this Clause 1 or its obligations under the UK GDPR;

(iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 1 or to the UK GDPR.

1.9.3 The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 1 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4 Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 1.

2 Parties as joint controllers

2.1 Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

2.2 The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

3 Both data Controllers

3.1 To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:

3.1.1 implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and

3.1.2 be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the

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Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.

3.2 Where Personal Data is shared between the Parties, each acting as Controller:

3.2.1 the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 3;

3.2.2 the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 3; and

3.2.3 where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

[Guidance: there are limited requirements in the UK GDPR when Parties act as separate Controllers. Clause 3 above provides a sensible starting point. However, Authorities are advised to review the Information Commissioner's guidance (ICO GDPR Guidance) and consultant their Information Governance team when considering whether further provisions or a separate data sharing agreement should be used.] [DN: check that the HTE guidance document on Data Protection has been shared with the Authority.]

4 Changes to this protocol

4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

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Annex 1 – Joint Controller Agreement

1 In this Annex the Parties must outline each party's responsibilities for:

1.1 providing information to Data Subjects under Article 13 and 14 of the UK GDPR;

1.2 responding to Data Subject Requests under Articles 15-22 of the UK GDPR;

1.3 notifying the Information Commissioner (and Data Subjects) where necessary about Personal Data Breaches;

1.4 maintaining records of Processing under Article 30 of the UK GDPR; and

1.5 carrying out any required Data Protection Impact Assessment.

2 The Joint Controller agreement must include a statement as to who is the point of contact for Data Subjects. The essence of this relationship shall be published. Situations where both parties act as Joint Controllers are likely to be relatively novel. Therefore, in such circumstances, it will be important to seek specific legal advice on the approach to the Joint Controller agreement. As part of this, you may wish to include an additional clause apportioning liability between the Parties arising out of data protection in respect of data that is jointly controlled.

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Schedule 4 of these Call-off Terms and Conditions

Definitions and Interpretations

Definitions

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 all of the Services;
"Anti-Slavery Policy"	has the meaning given under Clause 19.2.2 of Schedule 2 of these Call-off Terms and Conditions;
"**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.
"Breach Notice"	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to supply the Goods and/or 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 supply of the Goods and the provision 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;
"Call-off Terms and Conditions"	means these Call-off Terms and Conditions for the Supply of Goods and the Provision of Services;

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"Change Control Process"	means the change control process, if any, referred to in any Key Provisions;
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or 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 of these Call-off Terms and Conditions;
"Commencement Date"	means the date of the Order Form;
"Comparable Supply"	means the supply of services and/or goods to another customer of the Supplier that are the same or similar to any of the Services and/or Goods;

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"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 (with the meaning given by section 790C(2) of the Companies A 2006 ("CA 2006")); (b) a director or shadow director of the Supplier; (c) a parent undertaking or a subsidiary undertaking of t Supplier; (d) a predecessor company of the Supplier; (e) any other person who it can reasonably be consider stands in an equivalent position in relation to the Suppli as a person within paragraphs (a) to (d) above; (f) any person with the right to exercise, or who actua exercises, significant influence or control over the Supplie (g) any person over which the Supplier has the right to exerci or actually exercises, significant influence or control.
"**Contract**"	means the Order Form, the provisions on the front page and all Schedules of these Call-off Terms and Conditions, the Specification and Tender Response Document and the applicable provisions of the Framework Agreement;
"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 Order Form or as otherwise agreed between the Parties in writing or such other person notified by a Party to the

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	other Party from time to time in accordance with Clause 8.1 of Schedule 2 of these Call-off Terms and Conditions;
"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 calculated in accordance with the provisions of the Framework Agreement and as confirmed in the Order Form;
"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);
"Customer"	means Mid and South Essex NHS Foundation Trust and other Participating Authorities that are entitled to use the Framework pursuant to the MSE Framework;
Customer	means the authority named on the Order Form;
"Customer 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 Customer's Confidential Information, and which: (i) are supplied to the Supplier by or on behalf of the Customer; 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 Customer is Controller;
" Customer's Obligations"	means the Customer's further obligations, if any, referred to in the Specification and Tender Response Document and/or the Order Form;
"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);

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"Data Protection Protoco	means any document of that name as provided to the Supplier the Authority (as amended from time to time in accordance with terms) which shall include, without limitation, any such docume appended to the Order Form;
"Data Protection Protoco	means any document of that name as provided to the Supplier the Authority (as amended from time to time in accordance with terms), which shall include, without limitation, any such docume appended to Schedule 3 (Information and Data Provisions);
"Data Security and Protection Toolkit"	means the Data Security and Protection Toolkit online se assessment tool and as may be amended from time to time superseded;
"Defective Goods"	has the meaning given under Clause 3.7 of Schedule 2 of these Call-off Terms and Conditions;
"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;
"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 Goods and/or 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 of these Call-off Terms and Conditions;
"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)

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	Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"Electronic Trading System(s)"	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
"Employment Liabilities"	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
"Environmental Regulations"	shall have the meaning given to the term in Clause 1.2 of Schedule 3 of these Call-off Terms and Conditions;
"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 1.15 of this Schedule 4 of these Call-off Terms and Conditions;
"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:

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	(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;
"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 of these Call-off Terms and Conditions;
"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;

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	(h) industrial action which affects the ability of the Supplier to supply the Goods and/or 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;
"Framework Agreement"	means the Framework Agreement referred to in the Order Form;
"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 supplier and/or service provider engaged in the manufacture and/or supply of goods and/or the provision of services similar to the Goods and 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;

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"Goods"	means all goods, materials or items that the Supplier is required to supply to the Authority under this Contract;
"Guidance"	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Goods and/or 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 of these Call-off Terms and Conditions and/or as part of the Order Form;

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"KPI"	means the key performance indicators as set out in the Specification and Tender Response Document and/or the Order Form, if any;
"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 **Error! Reference source not found.** to (e) above);
"Long Stop Date"	means the date, if any, specified in the Specification and Tender Response Document;
"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 to the term in Clause 8.5 of Schedule 1 of these Call-off Terms and Conditions;
"NHS"	means the National Health Service;
"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;

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"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;
"Order Form"	means the order form for the Goods and/or Services issued by the Authority in accordance with the Framework Agreement;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"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;
"Premises and Locations"	has the meaning given under Clause 4.1 of Schedule 2 of these Call-off Terms and Conditions;
"Process"	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
"Product Information"	means information concerning the Goods as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 of these Call-off Terms and Conditions for inclusion in the Authority's product catalogue from time to time;
"Rejected Goods"	has the meaning given under Clause 3.2 of Schedule 2 of these Call-off Terms and Conditions;
"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 of these Call-off Terms and Conditions;
"Requirement to Recall"	has the meaning given under 3.10 of Schedule 2 of these Call-off Terms and Conditions;
"Services"	means the services set out in this Contract;

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"Services Commencement Date"	means the date delivery of the Services shall commence as specified in the Order Form. If no date is specified in the Order Form, this services commencement date shall be the Commencement Date;
"Services Information"	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20 of Schedule 2 of these Call-off Terms and Conditions 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 of these Call-off Terms and Conditions;
"Specification and Tender Response Document"	means the Specification and Tender Response Document set out in the Framework Agreement as supplemented by any further information set out and/or referred to in the Order Form and 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;
"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

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	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 Order Form;
"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 of these Call-off Terms and Conditions;
"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 of these Call-off Terms and Conditions;
"Term"	means the term as referred to 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 8.5 of Schedule 2 of these Call-off Terms and Conditions.;
"Transfer Date"	means the Actual Services Commencement Date;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as

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	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.

1.1 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.

1.2 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

1.3 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.

1.4 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.

1.5 Unless set out in the Contract as a chargeable item and subject to Clause 30.6 of Schedule 2 of these Call-off Terms and Conditions, the Supplier shall bear the cost of complying with its obligations under this Contract.

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

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

1.8 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.

1.9 Where there is a conflict between the Supplier's responses to the requirements set out in the Specification and Tender Response Document and any other part of this Contract, such other part of this Contract shall prevail.

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

1.11 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.

1.12 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

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("**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.

1.13 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.

1.14 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.

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

1.15.1 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

1.15.2 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.

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Call-off Schedule 5

[Installation and Commissioning Services/Not used]

1 Installation and Commissioning Services

1.1 Save as provided for under Clause 5 of this Call-off Schedule 5 where the Goods or equipment to be used in connection with this Contract are licenced to the Supplier by the Customer, the Goods shall be installed and commissioned at the relevant Premises and Locations by the Supplier as set out in the Specification and Tender Response Document or as otherwise agreed by the Customer in writing.

1.2 The Supplier shall provide the Installation and Commissioning Services:

1.2.1 promptly and in any event within any time limits as may be set out in this Contract;

1.2.2 in accordance with all other provisions of this Contract;

1.2.3 using reasonable skill and care;

1.2.4 in accordance with any quality assurance standards as set out in the Contract;

1.2.5 in accordance with the Law and with Guidance;

1.2.6 in accordance with Good Industry Practice;

1.2.7 in accordance with the original manufacture's guidelines and recommendations relating to the Goods being installed and commissioned;

1.2.8 in accordance with the Policies;

1.2.9 in a professional and courteous manner; and

1.2.10 using appropriately skilled, trained and experienced Staff.

1.3 The Supplier will promptly notify the Customer of any health and safety hazard which arises, or the Supplier is aware may arise, in connection with the Installation and Commissioning Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.

1.4 On completion of installation the Supplier shall remove its plant, equipment and unused materials and shall leave the Premises and Locations in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises and Locations, or any objects contained therein, other than fair wear and tear, which is caused by the Supplier or any of its staff or Sub-Contractors.

2 Inspection and Testing

2.1 Once the Goods have been installed and commissioned, the Supplier shall inform the Customer in writing that the Goods are ready for use. The following process will then

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apply:

2.1.1 within five (5) Business Days of receipt of such written confirmation from the Supplier that the Goods are ready to use, the Customer may carry out any such reasonable inspections and testing of the Goods as the Customer deems appropriate (in accordance with the relevant manufacturers' technical manuals relating to the Goods and/or as otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed by the Parties in writing) to confirm that the Goods comply with the requirements of this Contract and are ready for use;

2.1.2 as part of the Contract Price, the Supplier shall provide the Customer with all reasonable assistance and/or information requested by the Customer in relation to any such reasonable inspections and testing of the Goods;

2.1.3 if the Customer on inspection and testing is of the view that the Goods have been supplied, installed and commissioned (as appropriate) in conformance with the requirements of this Contract and are ready for use, it shall issue a Customer Confirmation to this effect to the Supplier;

2.1.4 if the Customer on inspection and testing is not of the view that the Goods have been supplied, installed and commissioned (as appropriate) in conformance with the requirements of this Contract and are ready for use, it shall inform the Supplier in writing and Clauses 2.3 and 2.4 of this Call-off Schedule 5 shall apply; and

2.1.5 if the Customer chooses not to inspect and/or test the Goods, then the Customer shall be deemed to have provided an Customer Confirmation in relation to such Goods on the sixth (6th) Business Day following receipt by the Customer of the written confirmation from the Supplier in accordance with Clause 2.1.1 of this Call-off Schedule 5 that the Goods are ready to use.

2.2 The issue by the Customer of any Customer Confirmation shall be a confirmation that the correct Goods appear to have been supplied and reasonable installation and commissioning procedures look to have been followed by the Supplier in accordance with the requirements and standards of this Contract. It does not imply any acceptance of such Goods or any endorsement of such installation and commissioning procedures. Responsibility for supplying the Goods in accordance with the requirements and standards of the Contract and the appropriateness of any installation and commissioning procedures shall remain with the Supplier notwithstanding any such Customer Confirmation.

2.3 Without prejudice to any other rights and remedies of the Customer under this Contract, in relation to any failure by the Supplier to supply, install or commission the correct Goods in accordance with the requirements and standards of this Contract, the Supplier shall, at its own expense as part of the Contract Price, forthwith re-supply, re-install and/or re-commission the Goods until such time as Goods in compliance with the requirements of this Contract are delivered, installed, and commissioned to the

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reasonable satisfaction of the Customer and the Customer has provided an Customer Confirmation to the Supplier to this effect. The Contract Price payable by the Customer under this Contract may be withheld by the Customer in full or part (to be determined at the Customer's sole discretion) until the Goods are supplied, installed and commissioned in accordance with the requirements and standards of this Contract to the reasonable satisfaction of the Customer and the Customer has provided its Customer Confirmation to this effect.

2.4 In the event of any dispute between the Customer and the Supplier regarding the issue of a Customer Confirmation, the dispute shall be dealt with in accordance with the Dispute Resolution Procedure.

2.5 In the event that the Specification and Tender Response Document states that Goods shall be installed and commissioned on a phased basis and/or upon request, then the process for the inspection and testing of Goods set out in Clauses 1.1 to 1.4 (inclusive) of this Call-off Schedule 5 shall apply to the Goods within each phase and/or instance of supply.

2.6 In the event that the Specification and Tender Response Document stipulates a refresh programme and/or that substitute or replacement Goods shall otherwise be installed in accordance with the requirements of this Contract (to include, without limitation, in connection with any Maintenance Services), then, following the installation and commissioning of the replacement Goods, the process for the inspection and testing of Goods set out in Clauses 1.1 to 1.4 (inclusive) of this Call-off Schedule 5 shall apply in relation to the inspection and testing of any substitute or replacement Goods.

3 Relocation of Goods

3.1 Upon reasonable written notice from the Customer, the Supplier shall, as part of the Installation and Commissioning Services, relocate such Goods within the Premises and Locations or to another location and the process for the inspection and testing of Goods set out in Clauses 1.1 to 1.4 (inclusive) of this Call-off Schedule 5 shall apply in relation to the inspection and testing of any relocated Goods.

3.2 The Customer shall meet the Supplier's reasonable charges and expenses incurred in complying with Clause 2.1 of this Call-off Schedule 5 provided that such reasonable charges and expenses are approved in writing by the Customer prior to being incurred by the Supplier.

4 Supplier's obligation to make good any damage

4.1 The Supplier shall make good at the Supplier's expense any damage to any property or equipment caused by the installation, commissioning, removal and/or relocation of the Goods by the Supplier.

5 Licence of Customer Equipment

5.1 Where equipment and materials are supplied by the Customer these will be serviced and maintained by the Customer. However, the Customer gives no warranty that such equipment and materials used in connection with the Contract are fit for the

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purpose or in a good state of repair. It shall be the responsibility of the Supplier to ensure that any such equipment and materials are capable of being used for the purposes intended.

5.2 The Customer will with effect from the Commencement Date grant to the Supplier a non-exclusive, non-transferrable (save as necessary in relation to any permitted subcontractors) licence to use of any licensed equipment ("Licensed Equipment") (as defined in the Specification and the Tender Response Document) for the duration of the Contract.

5.3 The Supplier will indemnify and keep indemnified the Customer against all losses arising out of or in connection with the use of the Licensed Equipment by the Supplier unless such losses are caused by any negligent act or omission by the Customer.

5.4 In relation to the Licensed Equipment, the Supplier shall:

5.4.1 use the Licensed Equipment strictly in accordance with any reasonable instructions provided by the Customer;

5.4.2 store, operate and/or utilise all the Licensed Equipment in accordance with the reasonable recommendations of the Customer and of the manufacturers which are notified in writing to the Supplier by the Customer from time to time;

5.4.3 store, operate and/or utilise the Licensed Equipment in accordance with current statutory requirements and other applicable guidelines;

5.4.4 not charge or encumber the Licensed Equipment;

5.4.5 not sub-licence, assign or novate the benefit or burden of the licence set out in this Clause 5 in whole or in part;

5.4.6 notify the Customer as soon as practicable of it coming to the notice of the Supplier that any of the Licensed Equipment has developed a fault or is otherwise not operating correctly (provided that the Supplier shall notify the Customer immediately in the case of an emergency relating to the Licensed Equipment and shall take all reasonable steps to secure the relevant item to ensure it does not pose any risk or harm to any service user or employee or any other person);

5.4.7 not, nor shall it permit, any third party to modify, disassemble or alter the Licensed Equipment; and

5.4.8 ensure that the Licensed Equipment is returned to the Customer as soon as reasonably practicable in the same or similar condition as the Licensed Equipment have been provided to the Supplier (accepting fair wear and tear) at the expiry of the licence granted pursuant to this Clause 5.

5.5 Subject to the Supplier complying with its obligations pursuant to Clause 5.4 above, in relation to the Licensed Equipment the Customer shall at its discretion and own cost replace any Licensed Equipment which in its opinion (acting reasonably) ceases to be

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capable of being safely and effectively used for the purposes for which they are intended.

5.6 The Customer shall insure the Licensed Equipment for their full replacement value.

5.7 For the avoidance of any doubt, nothing in this Clause transfers or purports to transfer ownership of the Licensed Equipment to the Supplier.

5.8 Upon expiry or termination of the licence granted pursuant to this Clause 5 or, if earlier, upon written notice given by the Customer to the Supplier following a material breach by the Supplier of its obligations under Clause 5.4, all of the rights and licences granted by the Customer pursuant to this Clause 5 will terminate with immediate effect and the Supplier will return all the Licensed Equipment to the Customer or transfer them to a replacement Supplier as the Customer may direct within the timescales and in the manner agreed by the Parties from time to time each acting reasonably.

5.9 The Supplier shall satisfy himself that any Licensed Equipment is suitable for the purpose intended.

5.10 The Supplier's Contract Manager shall forthwith inform the Customer's Contract Manager of any defects appearing in or losses of, or damage, occurring to the Customer's equipment. The Supplier shall be liable for any damage to any Licensed Equipment caused by negligence, misdirection or misuse due to negligence on the part of the Supplier, its staff, sub- Suppliers, servants or agents.

5.11 The Customer shall not be liable for any damage to the Licensed Equipment caused by a defect in or faulty operation of the Licensed Equipment.

5.12 The Customer shall have the right to withdraw Licensed Equipment at any time and shall be under no liability whatsoever for failing to licence equipment at any time.

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Call-off Schedule 5A

[Maintenance Services/Not used]

1 Maintenance Services

1.1 From the point set out in the Specification and Tender Response Document at which Maintenance Services are triggered or as otherwise agreed by the Parties in writing taking into account any warranty period applicable to the Goods, all Goods forming part of the Maintenance Inventory shall be maintained throughout the Term by the Supplier so as to comply with:

1.1.1 any applicable specification set out in this Contract (to include, without limitation, the provisions of the Customer's requirements set out in the Specification and Tender Response Document and the Supplier's response to such requirements set out as part of the Specification and Tender Response Document); and

1.1.2 any applicable manufacturers' specifications.

1.2 The Supplier shall provide the Maintenance Services:

1.2.1 promptly and in any event within any time limits as may be set out in this Contract;

1.2.2 in accordance with all other provisions of this Contract;

1.2.3 using reasonable skill and care;

1.2.4 in accordance with any quality assurance standards as set out in the Contract;

1.2.5 in accordance with the Law and with Guidance;

1.2.6 in accordance with Good Industry Practice;

1.2.7 in accordance with the original manufacture's guidelines and recommendations relating to the Goods being maintained;

1.2.8 in accordance with the Policies;

1.2.9 in a professional and courteous manner; and

1.2.10 using appropriately skilled, trained and experienced Staff.

2 General maintenance requirements

2.1 The Supplier, in accordance with Good Industry Practice and the original equipment manufacture's guidelines and recommendations, shall:

2.1.1 provide effective planned preventive maintenance for all Goods to the extent this requirement is set out in the Specification and Tender Response Document and/or as otherwise agreed between the Parties in writing; and

2.1.2 provide appropriate remedial maintenance for all Goods to the extent this requirement is set out in the Specification and Tender Response Document

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and/or as otherwise agreed between the Parties in writing.

3 Service visits

3.1 The Supplier shall ensure that the Customer is notified in writing in advance of all service visits to any Premises and Locations and that Staff comply with any relevant Polices and/or reasonable instructions and/or security procedures notified to the Supplier by the Customer from time to time in connection with such site visits.

4 Provision of information

4.1 Without prejudice to any specific records keeping requirements set out in this Contract, including as part of the Specification and Tender Response Document, the Supplier shall:

4.1.1 maintain a record of all Goods that are covered by the Maintenance Services ("Maintenance Inventory"). For the avoidance of doubt, such Maintenance Inventory shall be deemed to form part of the Specification and Tender Response Document and may be in a single document or separate documents, as amended and/or updated in accordance with this Contract from time to time;

4.1.2 maintain records of all maintenance work carried out on any Goods in connection with this Contract; and

4.1.3 provide all required management information to the Customer promptly upon Customer's written request to demonstrate, to the Customer's reasonable satisfaction, compliance with requirements to provide planned preventative maintenance and, where applicable, remedial maintenance in connection with all Goods listed in the Maintenance Inventory.

4.2 Without prejudice to any other audit or information requirements set out as part of this Contract, any records kept by the Supplier in connection with the Maintenance Services, the Maintenance Inventory and any service visits shall be made available by the Supplier for inspection by the Customer and/or its authorised representatives on request.

4.3 Subject always to the provisions of Clause 8 of this Call-off Schedule 5A, the Supplier shall inform the Customer in writing as soon as it becomes aware that either of the following circumstances will, or are likely to, arise in connection with any Goods forming part of the Maintenance Inventory:

4.3.1 the Supplier will no longer be able to maintain the item of Goods as any required third party support will no longer be available (including, without limitation, support from the original equipment manufacturer); or

4.3.2 the Supplier will no longer not be able to obtain from any third party (including, without limitation, the original equipment manufacturer) any required spare parts and/or consumable items required to provide the Maintenance Services in relation to those Goods.

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4.4 Where the Supplier provides information to the Customer under Clause 4.3 of this Call-off Schedule 5A, it will inform the Customer in writing promptly upon becoming aware that this information has changed or may change.

5 Loan Goods and replacement Goods

5.1 Where the Supplier is unable to fix any Goods forming part of the Maintenance Inventory as part of the Maintenance Services during a site visit, and the Specification and Tender Response Document provides for substitute Goods to be provided to the Customer in these circumstances on a loan and/or replacement basis, the Supplier shall:

5.1.1 provide the Customer with such substitute Goods in accordance with the relevant provisions and timescales, as set out in the Specification and Tender Response Document;

5.1.2 comply with any installation, commissioning, inspection and testing processes as may be set out in this Contract or otherwise agreed by the Parties in writing; and

5.1.3 update the Maintenance Inventory accordingly to include any substitute Goods.

5.2 Where the Supplier loans Goods to the Customer and subsequently replaces the loaned Goods, the Supplier shall comply with the provisions of Clauses 5.1.2 and 5.1.3 of this Call-off Schedule 5A in relation to such replacement of the loaned Goods.

5.3 Subject to Clauses 7 and 8 of this Call-off Schedule 5A, any Goods added to the Maintenance Inventory in accordance with Clause 5.1.3 of this Call-off Schedule 5A will be covered by the Maintenance Services for the remainder of the Term from the point set out in the Specification and Tender Response Document at which Maintenance Services are triggered for such substitute Goods or as otherwise agreed by the Parties in writing taking into account any warranty period applicable to such substitute Goods. For the avoidance of doubt, this Contract shall apply in full to the supply, installation, and commissioning (as applicable) of such substitute Goods.

6 Additional warranties

6.1 The Supplier warrants and undertakes that:

6.1.1 when providing the Maintenance Services (including, without limitation, providing any loan or replacement Goods), it shall comply with all timescales and KPIs set out in the Specification and Tender Response Document associated with such requirements;

6.1.2 any replacement parts, consumable items, replacement Goods and/or loan Goods shall be of satisfactory quality, fit for their intended purpose, installed (where applicable) in accordance with Good Industry Practice and shall comply with the standards and requirements set out in this Contract;

6.1.3 it will ensure sufficient stock levels of any replacement parts, consumable

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items, replacement Goods and/or loan Goods to comply with its obligations to provide the Maintenance Services in accordance with the provisions of this Contract;

6.1.4 it has and shall maintain a properly documented system of quality controls in respect of the Maintenance Services including, without limitation, covering the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods and shall at all times comply with such quality controls;

6.1.5 any equipment it uses in the installation of any replacement parts, consumable items, replacement Goods and/or loan Goods shall comply with all relevant Law and Guidance, be fit for its intended purpose and shall be maintained fully in accordance with the manufacturer's specification;

6.1.6 receipt of any replacement parts, consumable items, replacement Goods and/or loan Goods by or on behalf of the Customer and use of such items or of any other related item or information supplied, or made available, to the Customer will not infringe any third party rights, to include without limitation, any Intellectual Property Rights;

6.1.7 it will comply with all Law and Guidance in so far as it is relevant to the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods to the Customer; and

6.1.8 it will promptly notify the Customer of any health and safety hazard which arises, or the Supplier is aware may arise, in connection with the Maintenance Services including, without limitation, in connection with the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.

6.2 Where the supply of any replacement parts, consumable items, replacement Goods and/or loan Goods relates to medical devices (as defined under any relevant Law and Guidance), the Supplier warrants and undertakes that it will comply with any such Law and Guidance relating to such activities in relation to such medical devices. In particular, but without limitation, the Supplier warrants that at the point such replacement parts, consumable items, replacement Goods and/or loan Goods are supplied to the Customer, all such items which are medical devices shall have valid CE marking as required by Law and Guidance and that all relevant marking, authorisation, registration, approval and documentation requirements as required under Law and Guidance relating to the supply, manufacture, assembly, importation, storage, distribution, delivery, or installation of such items shall have been complied with. Without limitation to the foregoing provisions of this Clause 6.2 of this Call-off Schedule 5A, the Supplier shall, upon written request from the Customer, make available to the Customer evidence of such valid CE marking, and evidence of any other authorisations, registrations, approvals or documentation required.

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6.3 If the Supplier is in breach of Clause 6.2 of this Call-off Schedule 5A , in relation to any items supplied to the Customer, then, without prejudice to any other right or remedy of the Customer, the Customer shall be entitled to reject and/or return such items and the Supplier shall, subject to Clause 13.2 of Call-off Schedule 2, indemnify and keep the Customer indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Customer as a result of such breach.

6.4 The Supplier agrees to use reasonable endeavours to assign to the Customer upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of any replacement parts, consumable items and/or replacement Goods in full or part.

6.5 The Supplier further warrants and undertakes to the Customer that it will inform the Customer in writing immediately upon becoming aware that any of the warranties set out in Clause 6 of this Call-off Schedule 5A have been breached or there is a risk that any warranties may be breached.

7 The Customer's rights to remove Goods from the Maintenance Inventory

7.1 By giving a minimum of thirty (30) days written notice to the Supplier, the Customer may remove any Goods from the Maintenance Inventory and discontinue the Maintenance Services on such Goods in the event that:

7.1.1 it decommissions or replaces the Goods for health and safety reasons and/or for reliability reasons;

7.1.2 it sells, transfers or otherwise disposes of the Goods;

7.1.3 the Goods are lost or stolen; or

7.1.4 the Goods are replaced by the Customer and the replacement Goods are still under warranty.

8 The Supplier's rights to remove Goods from the Maintenance Inventory

8.1 By giving a minimum of twelve (12) months written notice to the Customer, the Supplier may remove Goods from the Maintenance Inventory and discontinue the Maintenance Services on such Goods in the following circumstances:

8.1.1 the Supplier will no longer be able to maintain the Goods as any required third party support is no longer available (including, without limitation, support from the original equipment manufacturer); and/or

8.1.2 the Supplier will permanently not be able to obtain from any third party (including, without limitation, the original equipment manufacturer) any required spare parts and/or consumable items required to provide the Maintenance Services in relation to those Goods.

8.2 The Parties acknowledge that:

8.2.1 at all times the Supplier shall be required to provide the Customer with

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information in accordance with Clauses 4.3 and 4.4 of this Call-off Schedule 5A notwithstanding the length of the Term of the Contract or the period of the Term still remaining; and

8.2.2 Clause 8.1 of this Call-off Schedule 5A shall only apply where the Term of the Contract exceeds twelve (12) months.

9 Adjustment to the Contract Price where Goods are removed from the Maintenance Inventory

9.1 Following the removal of any Goods from the Maintenance Inventory in accordance with Clauses 7.1 or 8.1 of this Call-off Schedule 5A:

9.1.1 there shall be a pro-rata adjustment to the Contract Price to account for such removal; and

9.1.2 where applicable, the Supplier shall make a full refund to the Customer in respect of the balance of the Contract Price paid in advance for any period following the removal of such Goods. Such refund shall be paid automatically by the Supplier to the Customer within thirty (30) days following the effective date of the removal of the relevant Goods from the Maintenance Inventory and may be by credit note where the Supplier continues to provide ongoing Maintenance Services to the Customer.

9.2 If the Parties are unable to agree the pro-rata adjustment to the Contract Price in accordance with Clause 9.1.1 this Call-off Schedule 5A within thirty (30) days of the effective date of the removal of such Goods from the Maintenance Inventory, this failure to agree shall be referred to dispute resolution in accordance with Clause 22 of Call-off Schedule 2.

10 Additional termination provisions

10.1 If the Customer removes any Goods from the Maintenance Inventory in accordance with Clause 7.1 of this Call-off Schedule 5A and no Goods will remain part the Maintenance Inventory following such removal, the Customer may terminate the Maintenance Services by giving a minimum of thirty (30) days written notice to the Supplier. Such notice may be given by the Customer at the same time as it gives the notice of removal of the last remaining Goods in accordance with the Clause 7.1 of this Call-off Schedule 5A or at any time afterwards.

10.2 If the Supplier removes Goods from the Maintenance Inventory in accordance with Clause 8.1 of this Call-off Schedule 5A and no Goods will remain part of the Maintenance Inventory following such removal, the Customer may terminate the Maintenance Services by giving a minimum of thirty (30) days written notice to the Supplier. Such notice may be given by the Customer at any point after it receives the notice of removal of the last remaining Goods in accordance with Clause 8.1 of this Call-off Schedule 5A or at any time afterwards, but shall not take effect before the effective date of the removal of such Goods from the Maintenance Inventory.

10.3 Following any termination of the Maintenance Services by the Customer in

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accordance with Clause 10.1 or Clause 10.2 of this Call-off Schedule 5A, the Supplier shall make a full refund to the Customer in respect of the balance of the Contract Price paid in advance for the Maintenance Services for any period following such termination to the extent such balance has not already been paid to the Customer in accordance with Clause 9.1.2 of this Call-off Schedule 5A. Such refund shall be paid automatically by the Supplier to the Customer within thirty (30) days following the effective termination date of this Contact.

11 Non-performance

11.1 The Supplier acknowledges the critical importance that the Customer places on ensuring that all Goods used by the Customer are properly maintained in a timely manner so as to ensure the safety of its staff, patients and other service users. Therefore, without prejudice to any other provisions of the Contract, where the Supplier does not provide the Maintenance Services in accordance with any time periods and/or other requirements set out in the Contract ("Non-performed Services"), without prejudice to its other right and remedies under this Contract, the Customer may elect to: (i) follow the remedial process set out in Clause 15.3 of Call-off Schedule 2; or (ii) the Customer may procure alternative maintenance services from a third party.

11.2 The Customer confirms that it will act reasonably at all times when electing to exercise its rights to procure alternative services from a third party under Clause 11.1 of this Call-off Schedule 5A. In particular, the Customer will only elect to procure alternative services from a third party where the following circumstances apply:

11.2.1 the alternative services are required urgently due to health and safety reasons and/or to keep the relevant Goods operative;

11.2.2 the Supplier has been notified of the urgency of the requirement and its failure to provide the Maintenance Services in accordance with the requirements of this Contract; and

11.2.3 the Supplier has been given a reasonable period of time (taking into account the urgency of the requirement) to perform the Non-performed Services itself. What is a "reasonable period of time" in the particular circumstances shall be determined at the Customer's sole discretion taking into account its obligation under this Clause 11.2 of this Call-off Schedule 5A to act reasonably.

11.3 In the event that the Customer elects to procure alternative services from a third party in accordance with Clause 11.1 of this Call-off Schedule 5A, the following provisions shall apply:

11.3.1 where the Supplier has been paid the Contract Price in advance for such Non-performed Services, the Supplier shall (i) refund the Customer the full Contract Price paid; and (ii) pay to the Customer upon demand any additional charges that the Customer has incurred in connection with any alternative services additional to the Contact Price paid to the Supplier; and

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11.3.2 where the Supplier has not yet been paid the Contract Price for such Non-performed Services, the Supplier shall: (i) forfeit the Contact Price for such Maintenance Services; and (ii) pay to the Customer upon demand any additional charges that the Customer has incurred in connection with any alternative services additional to the Contact Price that would have been paid to the Supplier had the Supplier performed the Non-performed Services in accordance with any time periods and/or other requirements set out in the Contract.

12 Supplier's obligation to make good any damage

12.1 The Supplier shall make good at the Supplier's expense any damage to any property or equipment caused by the Supplier when providing the Maintenance Services.

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Call -off Schedule 6

[Logistics/Not used]

1 Scope

1.1 Where the Customer elects to enter into a Logistics Call-off Contract pursuant to Clause 1.3 of Schedule 6 of the Framework, this Call-off Schedule 7 shall form the Logistics Call-off Contract and shall govern the relationship between the Customer, Logistics Sub-Contractor and the Supplier in respect of the supply of Goods by the Supplier to Logistics Sub-Contractor and the delivery of Goods by the Logistics Sub-Contractor to the Participating Authority.

1.2 The Customer and the Supplier agree that any Goods subject to this Logistics Call-off Contract shall be supplied by the Supplier to the Customer through the Logistics Sub-Contractor.

1.3 The Supplier and the Customer each agree and acknowledge that they will each comply with the Supplier Manual and the Logistics Variation as relevant and will co-operate and provide such reasonable assistance as may be required by HealthTrust Europe or Logistics Sub-Contractor in relation to any escalation procedures that they have agreed should apply in order to resolve any such issues, dispute or claims.

1.4 Without limitation to any other terms herein, the Parties acknowledge that the Logistics Sub-Contractor may from time to time perform additional or varied services or undertake specific actions relevant to the provision of the Logistics Services for which the Logistics Sub-Contractor will be entitled to charge a price or fee as agreed with the relevant requesting Party at the relevant time, and the Parties agree to be responsible for payment of the same in accordance with any terms agreed with or imposed by the Logistics Sub-Contractor in connection with the same.

2 Commencement

2.1 The Logistics Call-Off Contract shall be formed on receipt by the Customer of confirmation of acceptance by the Supplier of the relevant Order using the Logistics Sub-Contractor's Ordering Procedure.

3 Time

3.1 The time of delivery shall be detailed on the Order or the Specification and Tender Response Document (or otherwise agreed in writing by the Parties) and if no time for delivery is expressly agreed then delivery shall be made within seven (7) days of receipt of the Order.

3.2 Where the time of delivery has been agreed by the Parties on the face of the Order or the Specification and Tender Response Document or otherwise agreed in writing (and for the avoidance of doubt not where delivery is to be made within seven (7) days of receipt of the Order because no time for delivery has expressly been agreed) then time for delivery shall be of the essence and without prejudice to any other right or remedy of the Customer.

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3.3 The Logistics Sub-Contractor and the Supplier or the Logistics Sub-Contractor and any Customer may alter an agreed time of delivery provided that a minimum of two (2) days' notice is given to the other relevant Party in writing.

4 The Goods and Delivery

4.1 The Customer shall only cancel or reject Goods in accordance with the requirements detailed in the Logistics Variation.

4.2 The Logistics Sub-Contractor shall only cancel or reject Goods in accordance with the requirements detailed in the Supplier Manual.

4.3 If requested by the Customer or Logistics Sub-Contractor (as the case may be), the Supplier shall provide the Customer or Logistics Sub-Contractor (as directed) with samples of Goods for evaluation and approval, at the Supplier's cost and expense. The Supplier agrees that if Logistics Sub-Contractor is required to assist the Supplier with the delivery of such samples, the Logistics Sub-Contractor will be entitled to charge the Supplier for any additional services requested. The level of charges will be agreed in advance between the Supplier and the Logistics Sub-Contractor.

4.4 The Supplier shall deliver the Goods to the Logistics Sub-Contractor or shall ensure that the Goods are available for collection by the Logistics Sub-Contractor in accordance with the requirements of the Supplier Manual and in accordance with any delivery instructions in the Logistics Call-off Contract, any requirements of the Specification or the Order or as agreed by the Parties in writing.

4.5 Save for any instructions given by the Logistics Sub-Contractor to the Supplier in accordance with Clause 4.6 below, delivery of the Goods from the Supplier to Logistics Sub-Contractor shall be completed and risk and title in the Goods shall pass from the Supplier to the Logistics Sub-Contractor when the Goods have either:

4.5.1 been unloaded at the Logistics Sub-Contractor's Location in accordance with the requirements of the Supplier Manual and such delivery has been accepted by a duly authorised agent, employee or Location representative of the Logistics Sub-Contractor. The Logistics Sub-Contractor shall procure that such duly authorised agent, employee or the Logistics Sub-Contractor Location representative of the Logistics Sub-Contractor is at the Logistics Sub-Contractor's Location in order to accept such delivery.

4.5.2 have been collected by the Logistics Sub-Contractor from the Supplier in accordance with the requirements of the Supplier Manual.

4.6 Subject to any other contrary provisions of the Logistics Call-off Contract, risk and title in the Goods shall, without prejudice to any other rights or remedies of the Customer, pass to the Customer upon delivery of the Goods by the Logistics Sub-Contractor to the Customer in accordance with the requirements of the Order and such delivery has been accepted by a duly authorised agent or employee of the Customer. The Customer shall procure that such duly authorised representative is available to accept such delivery.

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4.7 Notwithstanding Clause 4.5 above and the general provision of the Logistics Services from the Logistics Sub-Contractor to the Participating Authorities, the Parties agree that there may be times and circumstances when the Logistics Sub-Contractor and/or the Customer may require the Supplier to deliver the Goods directly to the Customer's location ("Direct Delivery").

4.8 In the event that the Logistics Sub-Contractor and/or the Customer require Direct Delivery, the provisions of the Direct Delivery Call-Off Contract will apply.

4.9 In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to HealthTrust Europe, the Logistics Sub-Contractor or the Customer (as may be required) as to the country of origin of the Goods and shall be liable to the Customer for any additional duties or taxes for which the Customer may be accountable should the country of origin prove to be different from that advised by the Supplier.

5 Contract Price and Payment

5.1 The Logistics Sub-Contractor will pay the Supplier the Contract Price for the Goods in accordance with the requirements of the Supplier Manual.

5.2 The Customer will pay the Logistics Sub-Contractor in accordance with the requirements of the Logistics Variation.

5.3 No payment of or on account of the Contract Price shall constitute any admission by the Customer as to proper performance by the Supplier or the Logistics Sub-Contractor of their obligations.

6 Discontinued Goods and Sale Or Return Goods

6.1 The Supplier agrees to provide HealthTrust Europe, the Logistics Sub-Contractor and the Customer at least six (6) months' notice prior to the discontinuation of any Goods. Any replacement goods provided by the Supplier to the Customer instead of the Goods shall have characteristics and specifications at least equal to that for the Goods and shall be offered at a price not greater than the Contract Price for the Goods. The Supplier will comply with any requirements detailed in the Supplier Manual in relation to Discontinued Goods.

7 Health and Safety

7.1 All notifiable accidents shall immediately be brought to the attention of the Customer's Contract Manager, HealthTrust Europe and the Logistics Sub-Contractor.

7.2 The Supplier shall ensure the co-operation of its staff in all prevention measures designed against fire, or any other hazards, and shall notify the Customer, HealthTrust Europe and the Logistics Sub-Contractor of any change in the Supplier's working practices or other occurrences likely to increase such risks or to cause new hazards.

7.3 The Supplier shall provide such first aid facilities and ensure that its staff abide by such first aid procedures as shall be required by the Customer, and/or the Logistics Sub-Contractor as applicable.

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8 Location

8.1 Upon completion of the Logistics Call-off Contract the Customer shall grant a non-exclusive and revocable licence to the Logistics Sub-Contractor or the Supplier, if relevant, to enter upon the Customer's location(s)s for the sole purpose of supplying the Goods or related services, including, but not limited to the provision of training in relation to the Goods to the Customer, subject to the provisions of Clause 8, for the term of the Logistics Call-off Contract. The licence thereby granted shall be subject to the conditions of the Logistics Call-off Contract and shall not be deemed to create a relationship of landlord and tenant as between the Customer and the Supplier.

9 Use of Customer sites

9.1 To the extent needed in order to supply the Goods or related services, including, but not limited to the provision of training in relation to the Goods in accordance with the Logistics Call-off Contract, the Customer shall during the Term permit the Logistics Sub-Contractor and if relevant the Supplier to use only in connection with the provision of the Goods certain Sites at the Customer's locations (the "Sites") as set out in the Specification or Order.

9.2 The Logistics Sub-Contractor and if applicable, the Supplier shall use the Sites only in connection with the supply of the Goods and shall ensure that the Logistics Sub-Contractor or the Supplier's staff (if applicable) use the Sites only for that purpose.

9.3 The permission given to the Logistics Sub-Contractor or the Supplier (if applicable) to use the said Sites is personal to the Logistics Sub-Contractor and the Supplier and the Logistics Sub-Contractor and the Supplier's staff and shall cease immediately if the Logistics Call-off Contract ceases to be in force. Only the Logistics Sub-Contractor or the Supplier's own staff and its Sub-Contractors or agents in connection with the supply of the Goods may enter or use any part of the Sites without the prior written permission of the Customer's Contract Manager.

9.4 For the avoidance of doubt, it is hereby declared that the permission to enter and use the said Sites is not the grant of a tenancy of any part of the Sites. The Customer retains full possession and control over such Sites at all times and the Logistics Sub-Contractor nor the Supplier shall receive exclusive possession of, or any estate or interest in, any such Sites.

9.5 The Customer reserves the right at all times to permit third parties to use the Sites, subject to the rights granted to the Logistics Sub-Contractor or the Supplier (if applicable) pursuant to the Logistics Call-off Contract.

10 Containers and Pallets

10.1 The Supplier shall comply with the requirements of the Supplier Manual in relation to containers and pallets.

10.2 The Customer shall comply with the requirements of the Logistics Variation in relation to the use and return of containers and pallets.

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11 Property and Risk

11.1 All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Logistics Call-off Contract shall be and remain at the sole risk of the Supplier whether or not they are situated at the Logistics Sub-Contractor Location or the Customer's location.

12 Rejection Of Goods

12.1 The Supplier shall comply with the Supplier Manual in relation to the rejection of Goods. Clause 4 of Call-off Schedule 2 shall apply to the Logistics Sub-Contractor as if the Logistics Sub-Contractor were the Supplier.

12.2 The Customer shall comply with the Logistics Variation in relation to the rejection of Goods. The Customer shall notify the Logistics Sub-Contractor in writing in respect of any allegedly defective Goods, who in turn shall immediately contact the Supplier. Where the Supplier expressly accepts liability for the defective Goods, the Logistics Sub-Contractor shall deem the claim from the Customer as accepted. However, if the Supplier disputes the allegedly defective Goods, the Logistics Sub-Contractor shall perform no further actions in relation to returning or storing the rejected Goods until such dispute is resolved.

13 Quality

13.1 The Supplier warrants to HealthTrust Europe and the Customer that the Goods when delivered to the Logistics Sub-Contractor:

13.1.1 are new, unadulterated and not used, remanufactured or reconditioned (unless specified in the Order and pre-approved by the Customer);

13.1.2 are free from defects in design, whether patent or latent, materials and workmanship; and

13.1.3 are fit and sufficient for all purposes for which such Goods are used or to be used and for any particular purpose made known to the Supplier by HealthTrust Europe or the Customer.

14 Performance Measurement

14.1 Where the Customer is dissatisfied with the Logistics Sub-Contractor's provision of the Logistics Service, the Customer shall notify HealthTrust Europe in writing.

14.2 HealthTrust Europe shall use reasonable endeavours to resolve any complaint or dispute with the Logistics Sub-Contractor within a reasonable period from receipt of the written notification from the Customer.

14.3 If HealthTrust Europe is unable to resolve such complaint, the matter shall be referred to the Dispute Resolution Procedure.

14.4 The Customer, the Supplier and the Logistics Sub-Contractor will co-operate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Customer to derive the

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full benefit of the Logistics Call-off Contract. The Supplier will immediately notify the Customer's Contract Manager, HealthTrust Europe and the Logistics Sub-Contractor of any actual or potential problems relating to the Supplier's own suppliers that affects or might affect his ability to supply the Goods.

14.5 The Supplier will immediately notify the Customer's Contract Manager, the Logistics Sub-Contractor and HealthTrust Europe of any actual or potential industrial action, including strike action, whether such action be of his own staff or others, that affects or might affect his ability at any time to supply the Goods.

14.6 The Supplier will be responsible for supplying the Goods to the Contract standard during industrial action (to the extent that such action is not a Force Majeure Event), at no additional cost to the Logistics Sub-Contractor. The Supplier must have in place contingency plans and arrangements which are approved by the Customer and HealthTrust Europe.

14.7 In the event of a major incident (as defined in the Customer's major incident policy) the Supplier shall supply the Goods to the Logistics Sub-Contractor in accordance with the relevant section of the Specification and Tender Response Document.

15 Sub-Contractors

15.1 With exception of the carriage of Goods to the Logistics Sub-Contractor's Location, the Supplier shall not sub-contract the supply of any Goods without the previous consent in writing of the Customer's Contract Manager and HealthTrust Europe (such consent not to be unreasonably withheld).

16 Termination

16.1 The Supplier agrees that upon termination for any reason or expiry of the Logistics Call-off Contract it shall not be entitled to make a claim against HealthTrust Europe, MSE or the Customer in relation to costs incurred by the Supplier in providing the Goods or costs incurred in acquiring equipment and/or materials used in the provision of the Goods or in engaging third parties in connection with the Goods whether or not such costs were amortised in the calculation of the Contract Price payable by the Customer under the Logistics Call-off Contract. For the avoidance of doubt, the Supplier will not be restricted from making any claim in respect of the Contract Price to the extent the Contract Price is outstanding and due and payable by the Logistics Sub-Contractor.

17 Intellectual Property

17.1 The Customer and the Logistics Sub-Contractor shall return to the Supplier any remaining inventory of such Goods and the Logistics Sub-Contractor shall refund all amounts paid for such Goods to the Logistics Sub-Contractor and the Logistics Sub-Contractor shall in return, refund the Customer.

18 Electronic Product Information

18.1 The Supplier grants the Customer and HealthTrust Europe (and its appointed Sub-

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Contractors, including, but not limited to, the Logistics Sub-Contractor) a non-exclusive royalty free licence in perpetuity to use and exploit the Product Information and any Intellectual Property Rights therein for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Logistics Call-off Contract from time to time. No right to illustrate or advertise the product information is granted to the Supplier by the Customer or HealthTrust Europe as a consequence of the licence conferred by this Clause 18.1 or otherwise under the terms of the Logistics Call-off Contract.

18.2 The Customer or HealthTrust Europe or the Logistics Sub-Contractor may reproduce for its sole use the Product Information provided by the Supplier in the Customer's or HealthTrust Europe's product catalogue from time to time which shall be made available on the National Health Service internal communications network in electronic format or made available on the Customer's or HealthTrust Europe's external website or any other electronic media of the Customer or HealthTrust Europe (as the case may be) from time to time.

19 Third Party Rights

19.1 The Customer and the Supplier agree that (in addition to the Customer's right to enforce the Logistics Call-off Contract) HealthTrust Europe may or may expressly authorise in writing, its appointed Sub-Contractors (including but not limited to the Logistics Sub-Contractor) to enforce any term of the Logistics Call-off Contract.

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Call-off Schedule 7

[Pharmaceuticals/Not used]

The provisions of this Call-off Schedule 7 are based on the NHS supplementary conditions of contract for the purchase of pharmaceuticals (December 2004). In the event of a conflict between these supplementary conditions and the rest of the Call-Off Terms and Conditions, these supplementary conditions shall prevail (unless otherwise stated in these supplementary conditions).

1 Interpretation

1.1 Unless the context otherwise requires, definitions of terms used in these supplementary conditions shall have the same meanings as set out elsewhere in Appendix A except for the following additional words and expressions which shall have the meanings set out opposite them below: -

"**authorised officer"**	means the person notified to the Supplier by the Customer from time to time as the health and safety officer;
"**award notice**"	means the notice issued by HealthTrust Europe to the Supplier confirming the selection of the Supplier as a supplier of the Goods;
"B.P.C."	means British Pharmaceuticals Codex.
"B.P."	means British Pharmacopoeia.
"**CEDR**"	means Centre for Dispute Resolution; "contract" means the contract concluded pursuant to these conditions and attached schedules made between the Customer and the Supplier for the supply of Goods.
"**controlled drugs**"	has the meaning contained in section 2 of the Misuse of Drugs Act 1971 as amended, modified or re-enacted from time to time
"Customer"	means, for the avoidance of doubt, "Customer" as defined in the Contract.
;**"E.M.E.A."**	means European Medical Evaluation Agency.
"medical device"	has the meaning contained in the Medical Device Directive 93/42/EEC as amended modified or re-enacted from time to time;

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"MHRA"	means Medicines and Healthcare Products Regulatory Agency
"month"	means a calendar month.
"offer document"	means all the documents forming the Supplier's offer to supply the Goods;
"Order"	an order raised by the Customer for the supply of Goods by the Supplier pursuant to the Framework;
"quality control technical sheet"	means the document labelled "quality control technical sheet" completed by the Supplier and forming part of the offer document; and
"regional quality control pharmacist"	means the person notified to the Supplier by HealthTrust Europe from time to time as the regional quality control pharmacist.

2 Termination

2.1 The Call-Off Terms and Conditions shall apply to this condition.

3 Delivery

3.1 The Supplier shall supply with every delivery of the Goods an advice note giving full and accurate details of the Goods delivered (including, without limitation, their description, weight, measure and number). No Goods shall be delivered without an official order. The Supplier shall deliver the Goods during normal working hours unless otherwise agreed by the parties to such location at the Customer's premises, as the Supplier may agree with the Customer prior to delivery. All third-party carriers engaged to deliver the Goods shall be deemed to be an agent of the Supplier and not of the Customer.

3.2 If the Supplier has notified the Customer in the offer document (or otherwise in writing) that it has appointed, or it intends to appoint, a third party (including, without limitation, a full line national or regional pharmaceutical wholesaler) to act as its distribution agent:

3.2.1 such appointment shall not relieve the Supplier of its obligations under the Contract; and

3.2.2 the Supplier shall be liable for the acts or omissions of its distribution agent. Without prejudice to the generality of the foregoing, the Supplier agrees that any delivery time agreed between the Customer and the distribution agent in writing shall be binding on the Supplier.

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4 Orders

4.1 The Call-Off Terms and Conditions shall apply to this condition.

4.2 The right is reserved by the Customer to place orders with alternative suppliers whenever desired in order to comply with any reasonable directions of the medical staff concerned.

5 Invoices

5.1 The Call-Off Terms and Conditions shall apply to this condition.

6 Failure to Supply

6.1 The Supplier shall deliver the exact quantity of Goods within 14 days of receipt of the order, or within such other time period as may have been agreed in writing between the parties, ("the delivery time") to the address specified by the Customer in the order.

6.2 In the event the Supplier is unable to supply the Goods in accordance with condition due to circumstances beyond its reasonable control, the Supplier shall be entitled to provide alternative Goods to the Customer provided that:

6.2.1 the Supplier notifies the Customer without delay and within the delivery time when it becomes aware that it will not be able to supply the Goods in accordance with Clause 6.1 ("failure to deliver");

6.2.2 the notice referred to in Clause 6.2.1 above stipulates the reason for the Supplier's failure to deliver;

6.2.3 the Supplier supplies to the regional quality control pharmacist or the Customer that placed the order all information set out in the quality control technical sheet in respect of the alternative Goods;

6.2.4 the alternative Goods shall be approved in writing by the regional quality control pharmacist or the Customer that placed the order; and

6.2.5 the Supplier must provide such quantities of alternative Goods as are necessary to make up any shortfall in the Goods, to the Customer prior to expiry of the delivery time.

6.3 In the event the Supplier fails to deliver the exact quantity of Goods within the delivery time, or deliver alternative Goods in accordance with Clause 6.2 above, then the Customer shall be entitled to terminate this contract with immediate effect on giving written notice to the Supplier to that effect and the Customer shall be entitled to purchase other Goods to make good such default and recover from the Supplier the amount by which the cost of purchasing other Goods from a third party exceeds the amount that would have been payable to the Supplier in respect of the Goods replaced by such purchase provided that the Customer uses all reasonable endeavours to mitigate its losses. In the event the Supplier has been paid in advance for the Goods, then the Supplier shall reimburse the Customer for the monies paid in respect of those Goods it has failed to deliver.

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6.4 In the event that the Customer wishes to claim any sum from the Supplier under condition 6.3, the Customer shall give a written notice to the Supplier to that effect.

6.5 The Supplier shall pay any such sum within 1 calendar month of the Customer giving the written notice in respect thereof.

7 Notices

7.1 The Call-Off Terms and Conditions shall apply to this condition.

8 Shelf Life

8.1 Where any Goods are supplied under these conditions the period of time between the date of supply of these Goods to the Customer and the expiry date shown on the Goods ("the shelf life") shall be not less than 12 months provided that it is acknowledged that, in respect of Goods containing certain ingredients, the shelf life of those Goods shall be less than 12 months. In such circumstances the minimum shelf life shall be indicated by the Supplier on the offer document or in an accompanying letter.

8.2 In the event that the Supplier supplies Goods with a shelf life of less than 12 months (or such other period as HealthTrust Europe may have agreed) ("the minimum amount"), the Supplier shall, upon request by the Customer and at no cost to the Customer, immediately replace those Goods with a shelf life of less than the minimum amount with Goods which have a shelf life greater than the minimum amount. Alternatively, the Customer shall be entitled to terminate this contract with immediate effect on giving written notice to the Supplier.

9 Health and Safety

9.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 in all respects.

10 Accidents and Untoward Incidents

10.1 When delivering the Goods at the Customer's premises, the Supplier shall procure that its employees are aware of the nature of the Hospitals/Units and NHS Trusts and other such bodies and the special care they should have for patients generally, and in particular for geriatric and mentally ill patients who may be aggressive and careless of danger and may at times solicit gifts or valuables or steal and misuse property.

10.2 The Supplier is responsible for instituting a safe system of working in these circumstances and should take particular care that vehicles or equipment are not left open or unattended. In the event of an accident or an untoward incident the Supplier and/or his employee(s) will be required to submit a report of the occurrence to the authorised officer.

11 Customer Care

11.1 The Supplier shall notify the Customer in writing of all relevant details of its Customer services representative. If requested by the Customer by notice in writing the Supplier shall as soon as reasonably practicable procure that its authorised services

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representative shall visit the Customer to advise on the selection of Goods and to resolve any difficulties that may arise.

12 Training

12.1 If requested by the Customer, the Supplier shall as soon as reasonably practicable and at the Supplier's expense provide reasonable assistance to the Customer in the training of such persons as the Customer may reasonably specify in the use of the Goods.

13 Delivery Arrangements

13.1 The Supplier will need to agree a reasonable timetable for delivery with the Customer placing the order. The Supplier shall ensure that the Goods are delivered safely and securely to the appropriate delivery point. Furthermore, when delivering and handling controlled drugs the Supplier shall comply at all times with the Misuse of Drugs Act 1971 (as amended, modified or re-enacted from time to time).

13.2 The Supplier shall be responsible for ensuring security of delivery to the appropriate delivery point.

14 Packaging Requirements for Delivered Goods

14.1 The Supplier shall comply strictly with the pack sizes and units of issue specified in the award notice unless otherwise agreed in writing by the parties.

14.2 The Supplier's name and address must be shown on the outside of every package.

14.3 The weight of every package should be clearly specified on the external packaging of the Goods.

14.4 All Goods should be packed in such a way as to give them adequate protection from damage during transit. The Customer reserves the right to return/reject Goods which, upon inspection, after delivery, are found to be in a damaged condition.

15 Physical Delivery Arrangements for Bulk Items

15.1 The Supplier shall procure that its delivery vehicles are at all times equipped appropriately for the delivery of bulk items to all delivery sites indicating such requirement (e.g. appropriate tail lift for the delivery of palletised items).

15.2 The Supplier shall procure that any agent or Sub-Contractor engaged by it in the performance of this contract shall comply with the Supplier's obligations under this condition.

16 Product Recall

16.1 In the event of the Goods being recalled, initiated by the manufacturer of the Goods, the Secretary of State for Health or MHRA (or any such similar regulatory body), the Supplier shall, without delay and at its own expense, arrange for the collection of such Goods and credit the Customer for any Goods delivered but unused by the Customer including part used packs.

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17 Compliance with the Appropriate Policies

17.1 The Supplier shall procure that its employees and agents shall in the performance of this contract comply with all relevant health and safety policies and working practices in force within the Customer from time to time (including without limitation smoking and alcohol consumption policies).

18 Quality Control

18.1 The Supplier shall operate and maintain a quality control monitoring system which meets the requirements of the MHRA and is approved by HealthTrust Europe and make available to HealthTrust Europe on demand the results of such quality control monitoring.

19 The Supplier's Premises

19.1 The Supplier shall keep its production facilities used in the manufacture of the Goods in a state and condition necessary to enable it at all times to manufacture the Goods in accordance with the specification.

19.2 The Supplier shall permit HealthTrust Europe or its nominee during normal business hours having given reasonable advance notice access to its premises to enable HealthTrust Europe to review the Supplier's production process in relation to the Goods.

20 Quality

20.1 The Supplier warrants, represents and undertakes that the Goods supplied by it will:

20.1.1 pass any tests and trials HealthTrust Europe requires to satisfy itself that the Goods are not injurious to health including without limitation any tests and trials conducted by NIBSC where applicable.

20.1.2 be free from defects as defined by Section 3 of Part I of the Consumer Protection Act 1987 (as amended, modified or re-enacted from time to time);

20.1.3 conform to the general safety requirement and all orders regulations and notices imposed by or issued in respect of the Goods pursuant to Part II of the Consumer Protection Act 1987 (as amended, modified or re-enacted from time to time);

20.1.4 meet the specification therefor. In the event of any dispute as to whether the Goods have been supplied in accordance with the relevant specification, the Customer shall refer the matter to the regional quality control pharmacist who shall keep a sample of the Goods which the regional quality control pharmacist has previously approved as being in accordance with the specification and this sample shall be used as the standard against which all Goods shall be measured in order to determine whether they have been supplied in accordance with the relevant specification; and

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20.1.5 comply with duties imposed on it by the Health and Safety Work etc Act 1974 and any amendment thereto or re-enactment thereof and will conform to and comply with all other statutory provisions byelaws or regulations relating to the manufacture and supply of the Goods applicable to the Supplier.

20.2 The Goods shall be of first class quality, fit for purpose and shall be supplied strictly in accordance with the quantities, specifications, standards and stipulations contained in the specification and, unless otherwise agreed in writing pass such inspection as may be required by HealthTrust Europe or any UK Government department.

20.3 Without prejudice to any other provisions of this contract the Supplier shall supply the Goods in accordance with sections 13 to 15 of the Sale of Goods Act 1979 and the Medicines Act 1968 & 1971 (as amended, modified or re-enacted from time to time). Although the Goods may undergo quality assurance assessment by the Customer, such assessment shall not affect the Supplier's obligations under this Clause 20 and shall not of itself constitute acceptance or approval by the Customer of the Goods (or any part of them).

20.4 In the event that any of the Goods are defective, damaged or otherwise manufactured not in accordance with the terms of this contract or the specification, the Customer shall be entitled to reject such Goods and also terminate this contract in accordance with Clause 2 hereof.

20.5 The Supplier shall not make any change to the specification without the prior written consent of HealthTrust Europe.

20.6 Nothing contained in this contract shall in any way detract from the Supplier's obligations under common law or statute.

21 Quality Issues

21.1 The Supplier shall reply promptly in writing to all enquires and complaints by HealthTrust Europe relating to the quality, performance and availability of the Goods notwithstanding that the grounds for such enquiry or complaint may be inherent in the specification.

21.2 The Supplier shall as soon as reasonably practicable notify HealthTrust Europe in writing of all matters affecting or which may affect in any way the performance of the Goods or any part thereof including without limitation any claim brought against the Supplier and/or any customers of the Supplier for the Goods by another person arising out of or relating to the performance of the Goods.

22 Intellectual Property

22.1 The Supplier warrants, represents and undertakes to the Customer that it is the sole proprietor and legal and beneficial owner of all intellectual property rights in the Goods including without limitation all letters patent and the right to make application therefor and all copyrights and design rights, know how and confidential formulae.

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Call-off Schedule 8

Specification and Tender Response Document

Part A – Specification

[add]

Part B – Tender Response Document

[add]

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Call-off Schedule 9

Commercial Schedule

[add]

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Call-off Schedule 10

Change Control Process

Definitions

In this Call-off Schedule the following definitions shall apply:

"Customer's Change Manager "	means the person appointed to that position by the Customer from time to time and notified in writing to the Supplier or, if no person is notified, the Customer Representative.
"Change Authorisation Note"	means the form used by the Parties to set out the agreed Contract Change, and which shall be substantially in the form of Annex 3 to this Call-off Schedule.
"Change Request"	means a written request for a Contract Change which shall be substantially in the form of Annex 1 to this Call-off Schedule.
"Contract Change"	means any change to this agreement other than an Operational Change.
"Change Communication"	means any Change Request, Impact Assessment, Change Authorisation Note, or other communication sent or required to be sent pursuant to this Call-off Schedule.
"Supplier's Change Manager"	means the person appointed to that position by the Supplier from time to time and notified in writing to the Customer or, if no person is notified, the Project Manager.
"Fast-track Change"	means any Contract Change which the Parties agree to expedite in accordance with Clause 7.2 of this Call-off Schedule.
"Impact Assessment"	means an assessment of a Change Request substantially in the form of Annex 2 to this Call-off Schedule.
"Operational Change"	means any change in the Supplier's operational procedures which in all respects, when implemented: a) will not affect the Contract Price or the Supplier's costs of performing the Services and will not result in any other costs to the Customer; and/or b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; and/or c) will not adversely affect the interfaces or interoperability of the Services with the Customer's (hospital or other) information systems; and/or d) will not require a change to the Contract.
"Receiving Party"	means the Party which receives a proposed Contract Change.

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1 General Principles of Change Control Process

1.1 This schedule sets out the procedure for dealing with Contract Changes.

1.2 Operational Changes shall be processed in accordance with Clause 8 of this Call-off Schedule 10 below. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it will be processed as a Contract Change.

1.3 Under this Change Control Process:

1.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Clause 3 of this Call-off Schedule 10.

1.3.2 the Supplier will assess and document the potential impact of a proposed Contract Change in accordance with Clause 4 of this Call-off Schedule 10 before the Contract Change can be either approved or implemented.

1.3.3 the Customer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Clause 5 of this Call-off Schedule 10;

1.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Clause 6 of this Call-off Schedule 10;

1.3.5 no proposed Contract Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Customer in accordance with Clause 5.2 of this Call-off Schedule 10; and

1.3.6 if the circumstances or nature of a proposed Contract Change mean that it is a Fast-track Change then it shall be processed in accordance with Clause 7 of this Call-off Schedule 10.

1.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties will agree a process for any applicable test procedures in respect of such Contract Changes for the purposes of affected procedures.

1.5 Until such time as a Change Authorisation Note has been signed and issued by the Customer in accordance with Clause 5.2 of this Call-off Schedule 10 , then:

1.5.1 unless the Customer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Contract as if the proposed Contract Change did not apply; and

1.5.2 any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

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2 Costs

2.1 Subject to Clause 2.3 of this Call-off Schedule 10, each Party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.

2.2 All Contract Changes shall be calculated and charged in accordance with the principles and rates set out in the Commercial Schedule (Schedule 6 of the Framework) or as set out in this Contract. The Supplier will only be entitled to increase the Contract Price if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and that such additional resources are not accounted for within the scope of the Contract Price already payable by the Customer. In any event, any change to the Contract Price resulting from a Contract Change (whether the change will cause an increase or a decrease in the same) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

2.3 Both Parties' costs incurred in respect of any use of this Change Control Process as a result of any error or default by the Supplier shall be paid for by the Supplier.

3 Change Request

3.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. The Change Request shall be substantially in the form of Annex 1 to this Call-off Schedule 10 and must state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

3.2 If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within 10 Business Days of the date of issuing the Change Request.

3.3 If the Customer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within 10 Business Days of the date of receiving the Change Request provided that if the Supplier requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Customer and the time period shall be extended by the time taken by the Customer to provide those clarifications. The Customer shall respond to the request for clarifications as soon as is reasonably practicable and the Supplier shall provide the Customer with sufficient information to enable it to understand fully the nature of the request for clarification.

4 Impact Assessment

4.1 Each Impact Assessment shall include (without limitation):

4.1.1 details of the proposed Contract Change including the reason for the Contract Change; and

4.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under the Contract and

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any variation to the terms of the Contract that will be required as a result of that impact and including without limitation changes to:

(i) the Specification and Tender Response Document the Service Levels other services provided by third party suppliers to the Customer;

(ii) other proposed Contract Changes which have yet to be agreed with HTE pursuant to this Change Control Process.

4.1.3 details of the cost of implementing the proposed Contract Change in accordance with Appendix 2 of the Order Form.

4.1.4 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Contract Price, any alteration in the resources and/or expenditure required by either Party, taking into consideration any other proposed Contract Changes and any alteration to the business practices of either Party.

4.1.5 a timetable for the implementation, together with any proposals for the testing of the Contract Change and the impact on any other proposed Contract Changes.

4.1.6 details of how the proposed Contract Change will ensure compliance with any applicable change in Law; and

4.1.7 such other information as the Customer may reasonably request in (or in response to) the Change Request.

4.2 Subject to the provisions of Clause 4.3 of this Call-off Schedule 10, the Customer shall review the Impact Assessment and, within 15 Business Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with Clause 5 of this Call-off Schedule 10.

4.3 If the Customer is the Receiving Party and the Customer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Business Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Customer within 10 Business Days of receiving such notification. At the Customer's discretion, the Parties may repeat the process described in this paragraph until the Customer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5 Customer's Right of Approval

5.1 Within 15 Business Days of receiving the Impact Assessment from the Supplier or within 10 Business Days of receiving the further information that it may request pursuant to Clause 4.3 of this Call-off Schedule 10, the Customer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

5.1.1 approve the proposed Contract Change, in which case the Parties shall

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follow the procedure set out in Clause 5.2 of this Call-off Schedule 10 below.

5.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Customer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any changes in Law. If the Customer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

5.1.3 require the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within five Business Days of such request. Subject to Clause 4.3 of this Call-off Schedule 10 above, on receiving the modified Change Request and/or Impact Assessment, the Customer shall approve or reject the proposed Contract Change within 10 Business Days.

5.2 If the Customer approves the proposed Contract Change pursuant to Clause 5.1 of this Call-off Schedule 10 and it has not been rejected by the Supplier in accordance with Clause 6 of this Call-off Schedule 10 below, then it shall inform the Supplier, and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Customer for its signature. Following receipt by the Customer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Customer's signature, the Change Authorisation Note shall constitute a binding variation to the Contract provided that the Change Authorisation Note is signed by:

5.2.1 the appropriate person(s) specified in Clause 9.1 of this Call-off Schedule 10 ; and

5.2.2 the Customer within 10 Business Days of receiving the Supplier's signed copy.

5.3 If the Customer does not sign the Change Authorisation Note within this time period, then the Supplier shall have the right to notify the Customer and if the Customer does not sign the Change Authorisation Note within five Business Days of the date of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

6 Supplier's Right of Approval

6.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Contract Change which is requested by the Customer:

6.1.1 would materially and adversely affect the risks to the health and safety of any person; or

6.1.2 would require the Services to be performed in a way that infringes any Law; or

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6.1.3 is outside of the Supplier's technical capability where:

(i) the Supplier can demonstrate to the Customer's reasonable satisfaction that the proposed Contract Change is impossible to implement; and

(ii) the proposed Contract Change is outside the technical scope of the Services as set out in the Specification and Tender Response Document, then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Customer of its reasons for doing so within five Business Days after the date on which it is obliged to deliver the Impact Assessment in accordance with Clause 3.3 of this Call-off Schedule 10.

7 Fast-Track Changes

7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If both Parties agree in relation to a proposed Contract Change that:

7.2.1 the Contract Change does not involve any alteration to, or deviation from the contractual principles set out in the Contract; and

7.2.2 the total number of Contract Changes in relation to which this fast-track procedure has been applied does not exceed two (2) in any twelve (12) month period (or such higher number as the Parties may from time to time agree in writing); and

7.2.3 the proposed Contract Change is not significant (as determined by the Customer acting reasonably), the Parties shall confirm to each other in writing that they shall use the process set out in Clauses 2 to , 6 (inclusive) of this Call-off Schedule 10 above but with reduced timescales, such that any period of fifteen (15) Business Days is reduced to five (5) Business Days, any period of ten (10) Business Days is reduced to two (2) Business Days and any period of five (5) Business Days is reduced to one (1) Business Day.

7.3 The parameters set out in Clause 7.2 of this Call-off Schedule 10 may be revised from time to time by agreement between the Parties in writing.

8 Operational Change Procedure

8.1 Any changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

8.1.1 have an impact on the Customer;

8.1.2 require a change to the Contract.

8.1.3 have a direct impact on use of the Services; or

8.1.4 involve the Customer in paying any additional charges or other costs.

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8.2 The Customer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") to the Supplier Representative.

8.3 RFOC shall include the following details:

8.3.1 the proposed Operational Change; and

8.3.2 time-scale for completion of the Operational Change.

8.4 The Supplier shall inform the Customer of any impact on the System or the Services that may arise from the proposed Operational Change.

8.5 Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Customer when the Operational Change is completed.

9 Change Authorisation

9.1 Any proposed Contract Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Contract Change until the Change Authorisation Note is signed and executed by the [ ] in accordance with the Customer's Contract Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

10 For any Change Communication to be valid under this schedule, it must be sent to either the Customer's Change Manager or the Supplier's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first-class post, email or facsimile. Change Communications shall be deemed to have been received at the following times:

10.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Business Day.

10.1.2 if posted first class from within the UK, at 10.00 hours on the second Business Day after it was put into the post; or

10.1.3 if sent by facsimile or email, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Business Day, and in any other case at 10.00 hours on the next Business Day following the date of despatch.

10.2 In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile or email was properly addressed and despatched, as the case may be.

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Annex 1
Change Request Form

CR No.:	Title:	Type of Change:

Project:	Required by Date:

Action:	Name:	Date:

Raised By:	
Area(s) Impacted (Optional Field):	
Assigned for Impact Assessment By:	
Assigned for Impact Assessment To:	
Supplier Ref. No.:	
Full Description of Requested Contract Change:	
Details of Any Proposed Alternative Scenarios:	
Reasons for and Benefits and Disadvantages of Requested Contract Change:	
Signature of Requesting Change Owner:	
Date of Request:	

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Annex 2
Impact Assessment Form

CR No.:	Title:	Date Raised:
Project:		**Required by Date:**

Detailed description of Contract Change for which Impact Assessment is being prepared and details of any related Contract Changes:	
Proposed adjustment to the Charges resulting from the Contract Change:	
Details of proposed on-off additional charges and means for determining these (e.g. Fixed Price or Cost-Plus basis)	
Details of any Proposed Contract amendments:	
Details of any Service Levels affected:	
Details of any Operational Service impact:	
Details of any Interfaces affected:	
Reasons for and Benefits and Disadvantages of Requested Contract Change:	
Signature of Requesting Change Owner:	
Date of Request:	

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Annex 3
Change Authorisation Note

CR NO.:		**TITLE:**		**DATE RAISED:**	
PROJECT:		**TYPE OF CHANGE:**		**REQUIRED BY DATE:**	

DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:	
PROPOSED ADJUSTMENT TO THE CONTRACT PRICE RESULTING FROM THE CONTRACT CHANGE:	
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):	

SIGNED ON BEHALF OF CUSTOMER:	**SIGNED ON BEHALF OF THE SUPPLIER:**
Signature:_____	Signature:_____
Name:_____	Name:_____
Position:_____	Position:_____
Date:_____	Date:_____

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Call-off Schedule 11
[Implementation Plan/not used]

[add]

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Call-off Schedule 12
[Premises and Locations/Not used]

[add]

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Call-off Schedule 13
TUPE

The optional parts of this Call-off Schedule 13 below shall only apply to this Contract where such parts have been checked.

[Guidance: Four different scenarios could apply regarding staff transfer at the start of service delivery:

1. No staff transfer;

2. Staff transfer from the Customer;

3. Staff transfer from a third party supplier providing services which are fundamentally the same as the Services immediately before start of service delivery under this Contract; or

4. Staff transfer both from the Customer and from a third party supplier.

This Call-off Schedule contains *wording depending on which circumstances apply and the notes below explain which wording to use for which scenarios.*

***If no staff transfer to the Supplier under TUPE** check the box at Part A only.*

***If staff transfer from the Customer under TUPE** check the boxes at Parts B and D.*

***If staff transfer from a current provider under TUPE (i.e. this is a second or third generation TUPE transfer)** check the boxes at Parts C and D.*

***If staff transfer both from the Customer under TUPE and from a current provider under TUPE:** check the boxes at Parts B, C and D].*

Part A

☐ **No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)**

1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Customer or a Third Party to the Supplier.

1.2 If any person who is an employee of the Customer or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Customer or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

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1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Customer.

1.2.2 the Customer or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier.

1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment.

1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Call-off Schedule 13 has elapsed, no offer of employment has been made by the Customer or Third Party, or such offer has been made by the Customer or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall 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 and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Call-off Schedule 13.

Part B

☐ **Staff transfer from the Customer under TUPE (only applicable to the Contract if this box is checked)**

1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly, the contracts of employment of the Transferring Employees will transfer on the Transfer Date to the Supplier or any Sub-contractor pursuant to TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions.

1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Transferring Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (including the right to continued access to the NHS Pension Scheme or access to a Broadly Comparable pension scheme which shall be dealt with in accordance with Part D of this Call-off Schedule 13) and with full continuity of employment.

1.3 The Supplier's agreement in Clause 1.2 of Part B of this Call-off Schedule 13 (and any subsequent agreement by any Sub-contractor), is subject to the right of any employee identified as a Transferring Employee to object to being transferred to the Supplier or any Sub-contractor.

1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:

1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Customer, provide the Customer with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Customer for, and shall indemnify and keep the Customer indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and

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expenses), claims or proceedings that arise or result from any breach of this obligation;

1.4.2 provide such assistance and information to the Customer as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Transferring Employees, trade unions and employee representatives);

1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and

1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Transferring Employees about any Measures in accordance with regulation 13(6) of TUPE.

1.5 The Customer will on or before the Transfer Date:

1.5.1 pay all wages, salaries and other benefits of the Transferring Employees (including any contributions to retirement benefit schemes) and discharge all other financial obligations (including reimbursement of any expenses) owing to the Transferring Employees in respect of the period before the Transfer Date.

1.5.2 procure that any loans or advances made to the Transferring Employees before the Transfer Date are repaid to it;

1.5.3 account to the proper authority for all PAYE tax deductions and national insurance contributions payable in respect of the Transferring Employees in the period before the Transfer Date; and

1.5.4 pay the Supplier the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Transfer Date.

1.6 The Customer will:

1.6.1 provide such assistance and information to the Supplier as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor, including the provision of all employee liability information identified in regulation 11 of TUPE in relation to the Transferring Employees; and

1.6.2 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE.

1.7 The Customer shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Customer in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier or Sub-contractor, including the Supplier or Sub-contractor failing to comply with its obligations under regulation 13 of TUPE, but only to the extent that such claim is brought by:

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1.7.1 any of the Transferring Employees (whether on their own behalf or in their capacity as employee representatives); or

1.7.2 any trade union, staff association or staff body recognised by the Customer in respect of any of the Transferring Employees or any employee representatives acting on behalf of any of the Transferring Employees.

1.8 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and other Staff.

1.9 The Supplier shall indemnify and will keep indemnified the Customer in relation to any Employment Liabilities arising out of or in connection with:

1.9.1 any act or omission of the Supplier or Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Transferring Employee or Staff (including but not limited to any liability which arises because a Transferring Employee's employment with the Supplier or Sub-contractor is deemed to include their previous continuous employment with the Customer);

1.9.2 any act or omission of the Supplier or 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 Customer's failure to comply with regulation 13 of TUPE;

1.9.3 any allegation or claim by a Transferring Employee or any other employee of the Customer that in consequence of the transfer of Services to the Supplier or Sub-contractor there has or will be a substantial change in such Transferring Employee's working conditions to their detriment within regulation 4(9) of TUPE; and

1.9.4 any allegation or claim that the termination of employment of any of the Transferring Employees or any other employee of the Customer whether on or before the Transfer Date which arises as a result of any act or omission by the Supplier or Sub-contractor save for where such act or omission results from complying with the instructions of the Customer.

1.10 If any person who is an employee of the Customer who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from the Customer to the Supplier or any Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned:

1.10.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Customer.

1.10.2 the Customer may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

1.10.3 if such offer of employment is accepted, the Supplier or Sub-contractor shall immediately release the person from their employment; and

1.10.4 if after the period specified in Clause 1.10.2 of Part B of this Call-off Schedule 13 has elapsed, no offer of employment has been made by the Customer or

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such offer has been made by the Customer but not accepted within a reasonable time, the Supplier or Sub-contractor shall 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 from the Transfer Date.

Part C

☐ **Staff transfer from a current provider under TUPE (only applicable to the Contract if this box is checked)**

1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly, the contracts of employment of the Third Party Employees will transfer on the Transfer Date to the Supplier or a Sub-contractor pursuant to TUPE, the Cabinet Office Statement and (where relevant) Fair Deal for Staff Pensions.

1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Third Party Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (and including (where relevant) the right to secure access or continued access to the NHS Pension Scheme or access or continued access to a Broadly Comparable pension scheme in accordance with Fair Deal for Staff Pensions (which shall be dealt with in accordance with Part D of this Schedule 13) and with full continuity of employment.

1.3 The Supplier's agreement in Clause 1.2 of Part C of this Call-off Schedule 13 (and any subsequent agreement by any Sub-contractor), is subject to the right of any Third Party Employee to object to being transferred to the Supplier or any Sub-contractor.

1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:

1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Customer, provide the Third Party with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Customer for, and shall indemnify and keep the Customer and any Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;

1.4.2 provide such assistance and information to the Third Party as it may reasonably request to facilitate a smooth and efficient handover of the Third-Party Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Third Party Employees, trade unions and employee representatives);

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1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and

1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Third-Party Employees about any Measures in accordance with regulation 13(6) of TUPE.

1.5 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date, for all remuneration, benefits, entitlements and outgoings in respect of the Third-Party Employees and other Staff.

1.6 The Supplier shall indemnify and will keep indemnified the Customer and any Third Party in relation to any Employment Liabilities arising out of or in connection with:

1.6.1 any act or omission of the Supplier or a Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Third-Party Employee or Staff (including but not limited to any liability which arises because a Third-Party Employee's employment with the Supplier or a Sub-contractor is deemed to include their previous continuous employment with the Third Party);

1.6.2 any act or omission of the Supplier or a 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 Third Party's failure to comply with regulation 13 of TUPE.

1.6.3 any claim or allegation by a Third-Party Employee or any other employee of the Customer or Third Party that in consequence of the transfer of Services to the Supplier or a Sub-contractor there has or will be a substantial change in their working conditions to their detriment within regulation 4(9) of TUPE; and

1.6.4 any claim or allegation that the termination of employment of any of the Third-Party Employees or any other employee of the Third Party whether on or before the Transfer Date or not which arise as a result of any act or omission by the Supplier or a Sub-contractor save for where such act or omission results from complying with the instructions of the Customer.

1.7 The Customer shall use reasonable endeavours to transfer to the Supplier or any Sub-contractor the benefit of any indemnity it has from the Third Party.

Part D

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☐ **Provisions regarding pensions (only applicable to the Contract if this box is checked or Clause 1.2.4 of Part A of this Call-off Schedule 13 applies)**

This Part D is designed to protect any Transferred Staff who before the transfer were either (a) employed by an NHS Body or other employer which participates automatically in the NHS Pension Scheme or (b) who transferred from the public sector under the old Fair Deal policy and who remain employed in connection with outsourced public services for more than 50% of their employed time with their new employer. These staff may have been through several changes of employer but they have been and remain continuously employed for more than 50% of their employed time in connection with the Services. These protected staff (who are often referred to as having 'Fair Deal' rights) are referred to in Part D as "Eligible Employees".

If the staff being transferred is thought not include any "Eligible Employees", Part D may not be relevant but should be included in case any such persons actually transfer. Note that staff recruited to work on the Services but who did not originate from an NHS Body or other employer which participates automatically in the NHS Pension Scheme, may be offered "access" to the NHS Pension Scheme by way of separate negotiation between the Customer, the Supplier and NHS Pensions. However, those staff do not enjoy the protection conferred by Fair Deal for Staff Pensions which Part D of this Call-off Schedule is intended to implement.

Further explanation of the provisions of Part D can be found in the Department of Health's Guidance on New Fair Deal, which can be accessed here.

Broadly comparable pension benefits

☐ **(Clause 1.4 of this Part D of Call-off Schedule 13 only applies to the Contract if this box is checked or Clause 1.2.4 of Part A of this Call-off Schedule applies. For the avoidance of doubt, where this box is not checked, but the Part D box above is checked all of the provisions of this Part D of Call-off Schedule shall apply to this Contract except Clause 1.4 of this Part D of Call-off Schedule)**

Guidance: Clause 1.4 (Broadly Comparable Pension Benefits) will not be relevant to most contracts. In the vast majority of cases the Supplier and/or any relevant Sub-contractor(s) will either participate in the NHS Pension Scheme in respect of all Eligible Employees by securing a Direction Letter or be eligible to participate automatically in the scheme where they are an NHS Body by the time the Contract is entered into. Clause 1.4 will apply in the exceptional circumstances where the Customer permits the Supplier to enable relevant staff to have access or continued access to a Broadly Comparable pension scheme.

1 Pension protection for Eligible Employees

1.1 General

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1.1.1 The Supplier shall procure that, if relevant, each of its Sub-contractors shall comply with the provisions in this Call-off Schedule 13 as if references to the Supplier were to the Sub-contractor.

1.2 Membership of the NHS Pension Scheme

1.2.1 In accordance with Fair Deal for Staff Pensions, the Supplier to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, shall on or before the Employee Transfer Date, each secure a Direction Letter to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, or as appropriate rejoin or secure eligibility for the NHS Pension Scheme for so long as they remain employed in connection with the delivery of the Services under this Contract.

1.2.2 The Supplier must supply to the Customer a complete copy of the Direction Letter as soon as reasonably practicable after the Employee Transfer Date.

1.2.3 The Supplier shall comply with the terms of the Direction Letter (including any terms which change as a result of changes in Law) for so long as it remains bound by the terms of the Direction Letter.

1.2.4 Where any Staff (including any Transferred Staff) omitted from the Direction Letter supplied in accordance with Part D of this Call-off Schedule 13 is subsequently found to be an Eligible Employee, the Supplier (or its Sub-contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Employee Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.

1.2.5 The Supplier shall ensure that all data relating to the Eligible Employees and the NHS Pension Scheme is up to date and is provided to the Customer as requested from time to time.

1.3 Contributions payable

1.3.1 The Supplier shall pay to the NHS Pension Scheme all such amounts as are due under the Direction Letter and shall deduct and pay to the NHS Pension Scheme such employee contributions as are required by the NHS Pension Scheme.

1.3.2 Where during the Term the standard employer contribution rate which the Supplier is required to pay into the NHS Pension Scheme pursuant to the terms of its Direction Letter is increased to a rate which is over and above the rate which was applicable to the Supplier as at the date of this Contract and such rate increase results in an increased cost to the Supplier overall in relation to the provision of the Services ("Cost Increase"), the Supplier shall (subject to Clause 1.3.3 of Part D of this Schedule 13 and the provision of supporting information) be entitled to recharge a sum equal to the Cost Increase to the Customer. The Supplier shall only be entitled to recharge any Cost Increase to

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the Customer pursuant to this Clause 1.3.2 of Part D of this Schedule 13 in circumstances where the Cost Increase arises solely as a direct result of a general increase in the employer contribution rate applicable to all employers participating in the NHS Pension Scheme and not in circumstances where the employer contribution rate applicable to the Supplier is increased for any other reason, including as a result of any acts or omissions of the Supplier which give rise to any costs or additional charges (including interest) being charged to the Supplier which are over and above the minimum employer contributions payable by an employer in the NHS Pension Scheme (including as a result of a failure by the Supplier to comply with the terms of its Direction Letter or to meet its obligations to the NHS Pension Scheme).

1.3.3 The Supplier must supply all such information as the Customer may reasonably request from time to time in order to support any claim made by the Supplier pursuant to Clause 1.3.2 of Part D of this Schedule 13 in relation to a Cost Increase.

1.3.4 Where during the Term the standard employer contribution rate which the Supplier is required to pay in relation to the NHS Pension Scheme pursuant to the terms of its Direction Letter is decreased as part of a general reduction in the standard employer contribution rate applicable to all employers participating in the NHS Pension Scheme to a rate which is lower than that which was applicable as at the date of this Contract and such decrease results in a cost saving for the Supplier (a "Cost Saving"), the Customer shall be entitled to reduce the amounts payable to the Supplier under this Contract by an amount equal to the Cost Saving. The Customer shall be entitled to deduct any Cost Saving from sums otherwise payable by the Customer to the Supplier under this Contract.

1.4 Broadly Comparable Pension Benefits

1.4.1 If the Customer in its sole discretion agrees that the Supplier or Sub-contractor need not provide the Eligible Employees with access to the NHS Pension Scheme, the Supplier must ensure that, with effect from the Employee Transfer Date until the day before the Subsequent Transfer Date, the Eligible Employees are offered access to a scheme under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

1.4.2 The Supplier must supply to the Customer details of its Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Employee Transfer Date.

1.5 Transfer Option where Broadly Comparable Pension Benefits are provided

1.5.1 As soon as reasonably practicable and in any event no later than twenty (20) Business Days after the Employee Transfer Date, the Supplier must provide the Eligible Employees with the Transfer Option, where a Third Party offered, or the Supplier offers, a Broadly Comparable scheme.

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1.6 Calculation of Transfer Amount

1.6.1 The Customer shall use reasonable endeavours to procure that twenty (20) Business Days after the Transfer Option Deadline, the Transfer Amount is calculated by the Third Party's Actuary or the Customer's Actuary (as appropriate) on the following basis and notified to the Supplier along with any appropriate underlying methodology.

1.6.2 If the Third Party offers a Broadly Comparable scheme to Eligible Employees:

(i) the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in Clause 1.6.2(ii) of Part D of this Schedule 13 below must be aligned to the funding requirements of that scheme; and

(ii) the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the Third Party's Broadly Comparable scheme), must be aligned to whichever of:

(A) the funding requirements of the Third Party's Broadly Comparable scheme; or

(B) the principles under which the Third Party's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment),

gives the higher figure, provided that where the principles require the assumptions to be determined as at a particular date, that date shall be the Employee Transfer Date.

1.6.3 In the case of Transferring Employees or any Third-Party Employees who have access to the NHS Pension Scheme (and who are classed as Eligible Employees), the Transfer Amount shall be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from the NHS Pension Scheme set by the Department of Health from time to time.

1.6.4 Each Party shall promptly provide to the Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

1.7 Payment of Transfer Amount

Subject to:

1.7.1 the period for acceptance of the Transfer Option having expired; and

1.7.2 the Supplier having provided the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) with completed and signed forms of consent in a form acceptable to the Third Party's pension scheme (or NHS Pensions) from each Eligible Employee in respect of the Transfer Option; and

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1.7.3 the calculation of the Transfer Amount in accordance with Clause 1.6 of Part D of this Schedule 13; and

1.7.4 the trustees or managers of the Supplier's (or any Sub-contractor's) Broadly Comparable scheme (or NHS Pensions, as appropriate) having confirmed in writing to the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Customer will use reasonable endeavours to procure that the Third Party's pension scheme (or the NHS Pension Scheme, as appropriate) shall, on or before the Payment Date, transfer to the Supplier's Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

1.8 Credit for Transfer Amount

1.8.1 Subject to prior receipt of the Transfer Amount, by the trustees or managers of the Supplier's Broadly Comparable scheme (or NHS Pensions, as appropriate), the Supplier must procure that year-for-year day-for-day service credits are granted in the Supplier's (Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Customer's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Supplier's pension scheme.

1.8.2 To the extent that the Transfer Amount is or shall be insufficient to provide benefits in the receiving scheme on the basis set out in Clause 1.8.1 above, the Supplier shall be liable to make a top-up payment into the receiving scheme such that benefits shall be provided by the receiving scheme on the basis set out in Clause 1.8.1. above.

1.9 Premature Retirement Rights

1.9.1 From the Employee Transfer Date until the day before the Subsequent Transfer Date, the Supplier must provide Premature Retirement Rights in respect of the Eligible Employees that are identical to the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

1.10 Breach and Cancellation of any Direction Letter(s) and Right of Set-Off

1.10.1 The Supplier agrees that it shall notify the Customer if it breaches the terms of the Direction Letter. The Supplier also agrees that the Customer is entitled to make arrangements with NHS Pensions for the Customer to be notified if the Supplier breaches the terms of this Direction Letter.

1.10.2 If the Customer is entitled to terminate this Contract pursuant to Clause 15.5.5 of Call-off Schedule 2, the Customer may in its sole discretion instead of

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exercising its right under Clause 15.5.5 of Call-off Schedule permit the Supplier to offer Broadly Comparable Pension Benefits, on such terms as decided by the Customer.

1.10.3 If the Customer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Customer shall be entitled to deduct all or part of those arrears from any amount due to be paid by the Customer to the Supplier having given the Supplier five (5) Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Pensions in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Customer's right to terminate the Contract under Clause 15.5.5 of Call-off Schedule 2.

1.11 Compensation

1.11.1 If the Supplier is unable to provide the Eligible Employees with either:

(i) membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or

(ii) a Broadly Comparable scheme,

the Customer may in its sole discretion permit the Supplier to compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Supplier must meet the costs of the Customer in determining whether the level of compensation offered is reasonable in the circumstances.

1.11.2 This flexibility for the Customer to allow compensation in place of Pension Benefits is in addition to and not instead of the Customer's right to terminate the Contract under Clause 15.5.5 of Call-off Schedule 2.

1.12 Supplier Indemnities Regarding Pension Benefits and Premature Retirement Rights

1.12.1 The Supplier must indemnify and keep indemnified the Customer and any Successor against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Employee Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

1.12.2 The Supplier must indemnify and keep indemnified the Customer, NHS Pensions and any Successor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Term.

1.12.3 The Supplier must indemnify the Customer, NHS Pensions and any Successor against all Losses arising out of its breach of this Part D of this Call-off Schedule 13 or the terms of the Direction Letter.

1.13 Sub-contractors

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1.13.1 If the Supplier enters or has at the Commencement Date entered into a Sub-contract for delivery of all or part of the Services it shall impose obligations on its Sub-contractor in the same terms as those imposed on the Supplier in relation to Pension Benefits and Premature Retirement Benefits by this Part D of this Call-off Schedule 13, including requiring that:

(i) if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-contract; or

(ii) if the Supplier has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Supplier's pension scheme into the Sub-contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-contractor, the NHS Pension Scheme) on the basis set out in Clause 1.8 of Part D of this Call-off Schedule 13, except that the Supplier or the Sub-contractor as agreed between them, must make up any shortfall in the transfer amount received from the Supplier's pension scheme.

1.14 Direct Enforceability by the Eligible Employees

1.14.1 Notwithstanding Clause 30.8 of Call-off Schedule 2, the provisions of this Part D of this Call-off Schedule 13 may be directly enforced by an Eligible Employee against the Supplier and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to him or her by the Supplier under this Part D of this Schedule 13 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

1.14.2 Further, the Supplier must ensure that the Contracts (Rights of Third Parties) Act 1999 shall apply to any Sub-contract to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

1.15 Pensions on Transfer of Employment on Exit

1.15.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Supplier must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):

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(i) not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Subsequent Transfer Date.

(ii) within thirty (30) Business Days of being requested to do so by the Customer or Successor, (or if the Successor is offering Eligible Employees access to the NHS Pension Scheme, by NHS Pensions), provide a transfer amount calculated in accordance with Clause 1.6 of this Part D of this Call-off Schedule 13; and

(iii) do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Customer be necessary or desirable and to enable the Customer and/or the Successor to achieve the objectives of Fair Deal for Staff Pensions.

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Call-off Schedule 14
[Step-In Rights/Not used]

[add]

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Call-off Schedule 15

[Termination Sum [ ]/Not used.]

DN: we would recommend limiting this to termination for convenience only

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APPENDIX B

CALL-OFF TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE PROVISION OF SERVICES - PRIVATE SECTOR

The Customer	**[HCA International Ltd a company registered in England and Wales with company number 03020522 whose registered office is at 2 Cavendish Square, London, W1G 0PU ("HCA")]** ("Customer" or "Beneficiary").
The Supplier	***[full corporate name],*** with company number ***[ ]***, whose registered office is at ***[address]*** (the "Supplier" or "Contractor").
The Authority	HealthTrust Europe LLP (acting on behalf of MID AND SOUTH ESSEX NHS FOUNDATION TRUST OF BASILDON HOSPITAL, NETHERMAYNE, BASILDON SS16 5NL), with limited liability partnership number OC358224, whose place of business is at 19 George Road, Edgbaston, Birmingham, B15 1NU, UK ("HealthTrust Europe").
Date	**[*Insert date once signed by both parties*]**
Description of Goods /Services/Works	**Set out a Description of Goods /Services/Works or refer to the specification**

Recitals and Background

Background to Framework

(A) HealthTrust Europe is a purchasing organisation which provides group purchasing services to the public and private sectors. HealthTrust Europe carries out contracting processes and manages and facilitates contracts and Frameworks with Contractors on behalf of Beneficiaries.

(B) The Beneficiary has appointed HealthTrust Europe to assist them with its procurement described above.

(C) HealthTrust Europe procured the Framework for the benefit of the Beneficiary who wishes to enter into a Contract pursuant to such Framework.

(D) The Contractor carries on the business of manufacturing and selling the Goods and Services.

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(E) The Beneficiary wishes to buy and the Contractor wishes to supply the Goods on the terms and conditions set out in the Contract.

NOW IT IS AGREED as follows:

1 Definitions

1.1. "Goods" shall mean the "Goods and Services" include "Works" if relevant;

1.2. In respect of HCA International Ltd "Customer", "HCA" and "Beneficiary" shall be used interchangeably.

1.3. In respect of the Supplier "Supplier" and "Contractor" shall be used interchangeably;

2 The Customer and the Supplier undertake to comply with the provisions of this Contract including the Schedules attached hereto and the Framework, insofar as the Framework is relevant and does not conflict with this Contract or the Schedules, in the performance of the Contract.

3 The Contractor shall supply to the Beneficiary, and the Beneficiary shall receive and pay for, the Goods and Services under the terms of this Contract.

4 For the avoidance of doubt, any actions or work undertaken by the Contractor prior to the receipt of an order covering the relevant Goods and Services shall be undertaken at the Contractor's risk and expense and the Contractor shall only be entitled to invoice for Goods and Services covered by a valid order.

Schedules

Call-off Schedule 1 of this Contract	Key Provisions
Call-off Schedule 2 of this Contract	HCA General Goods and Services Terms and Conditions
Call-off Schedule 3 of this Contract	HCA Capital Terms and Conditions
Call-off Schedule 4 of this Contract	HCA IT and S Terms and Conditions
Call-off Schedule 5 of this Contract	HCA Consolidated Services Agreement

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Signed by the authorised representative of HCA/THE CUSTOMER

Name:		Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	……
Position:	……		

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Call-off Schedule 1 of this Contract

Key Provisions

1 Term

1.1 This Contract commences on the Commencement Date.

1.2 The Term of this Contract shall be [insert term]

1.3 The Term may not be extended.

2 Contract Managers

2.1 The Contract Managers at the commencement of this Contract shall be as set out below:

2.1.1 HCA/Customer Contract Manager

[ ]

2.1.2 Supplier Contract Manager

[ ]

3 Names and addresses for notices

3.1 Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to below:

3.1.1 [HCA/Customer]

[ ]

3.1.2 Supplier

[ ]

4 Management levels for dispute resolution

4.1 Unless otherwise agreed by the Parties in writing, the management levels at which a dispute will be dealt with are as follows:

Level	Participating Authority	Participating Authority representative	Supplier representative
1	***[HCA International Limited]***	Contract Manager	Contract Manager
2		Assistant Director or equivalent	Assistant Director or equivalent
3		Director or equivalent	Director or equivalent

5 Order of precedence

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5.1 Should there be a conflict between any parts of this Contract and/or the Framework the order of priority shall be as follows:

5.1.1 Data Processing Agreement (if applicable)

5.1.2 Call-off Schedule 1 of this Contract (Key Provisions);

5.1.3 Call-off Schedules 2-4 of this Contract (HCA Terms and Conditions);

5.1.4 Call-off Schedule 5 of this Contract (HCA Consolidated Services Agreement, if used);

5.1.5 Appendix A of Call-off Schedule 2 of this Contract - Contract Price;

5.1.6 Schedule 5 (Specification and Tender Response Document) and Schedule 6 (Commercial Schedule) of the Framework;

5.1.7 the applicable provisions of the Framework excluding the Schedules other than those listed in this Clause 5.1;

5.1.8 Schedule 8 (Logistics) and Schedule 9 (Supplier Manual) of the Framework in so far as it is relevant to this Contract;

6 Information Security

6.1 Without limitation to any other information governance requirements set out in this Contract, the Contractor shall:

6.1.1 notify HealthTrust Europe and the Beneficiary forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Beneficiary's information governance Policies; and

6.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Beneficiary and shall provide full information as may be reasonably requested by the Beneficiary in relation to such audits, investigations and assessments.

7 Maintenance Services

[Not used]

8 Volume Discounts

8.1 On the anniversary of the Commencement Date, the Contractor shall review the Beneficiary's collective spend in respect of the Goods. In the event that purchases of the Goods made by the Beneficiary collectively have increased by 100% since the inception of the Contract the Supplier shall apply the discounts specified within its Commercial Schedule to the Contract Price. The Contractor shall apply the discount to the Beneficiary's subsequent purchases of the Goods throughout the remaining Term of the Contract. Any applicable discounts shall be calculated by reference to the Contract Prices in force on the Commencement Date.

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9 Delivery Options

9.1 **Next Day** - Provided that the Beneficiary places its order for the Goods with the Contractor before [insert time e.g. 2pm] on any Business Day, the Contractor shall, [without any additional charge] guarantee delivery of the Goods to the relevant HCA/ Beneficiary Site on the following Business Day.

9.2 **Free Delivery** - The Contractor shall, without charge, deliver the Goods to such locations as may reasonably be required by the Beneficiary within a period of **2** days from the date the relevant HCA/ Beneficiary Site places the Order with the Contractor.

9.3 If the Contractor for any reason anticipates difficulty in complying with any agreed delivery timescales, the Contractor shall promptly notify the Beneficiary of the delay, and reason for such delay. If the Contractor cannot not comply with agreed delivery schedule the Beneficiary may in some circumstances require delivery of the Goods by the fastest means available and charges resulting from any such premium transportation to be fully pre-paid and absorbed by the Contractor.

10 Warranties

10.1 The Contractor warrants to the Beneficiary that the Goods supplied under the Contract, whether supplied directly by Contractor or via a Sub-Contractor, shall be:

10.1.1 new, unadulterated and not used, remanufactured or reconditioned (unless specified in the order and pre-approved by the Beneficiary;

10.1.2 free from defects in design, whether patent or latent, materials and workmanship; and

10.1.3 fit and sufficient for all purposes for which such Goods are used, or to be used and for any particular purpose made known to the Contractor by HealthTrust Europe or the Beneficiary.

10.2 The above warranties shall, apply for a period of [insert number] months from the date that ownership of the Goods passes to the Beneficiary.

10.3 Any repaired or replaced Goods, or part thereof, shall carry warranties on the same terms as set out above, with the warranty period being the greater of the original unexpired warranty or [insert number] months after repair or replacement.

11 Training/ Support Services/ Help Desk

11.1 The Contractor shall as soon as reasonably practicable after delivery of the Goods to the Beneficiary, provide a suitably qualified professional to deliver a thorough training programme about the features and benefits of the Goods to each HCA/Customer Site. The Contractor shall provide as much training and support to the Beneficiary as the Beneficiary may reasonably require throughout the Term; such training shall be carried out within the Contract Price and any associated costs shall be absorbed in full by the Contractor . The Contractor shall at its own expense provide the Beneficiary with copies of all training materials and resources, such materials to include a suitable "train the trainer" programme with sufficient detail to enable trained clinical staff to train others.

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11.2 The Contractor shall provide the Beneficiary with details of the customer service and support telephone line within [insert timescales] days after delivery of the Goods to the relevant HCA/ Beneficiary Site. The Contractor shall ensure that the 24-hour customer telephone support line is manned by suitably qualified personnel able to resolve all day to day queries that the Beneficiary may have in relation to the Goods.

12 Additional Termination Rights

12.1 The Beneficiary may at any time during the Term terminate this Contract by notice in writing to the Contractor by providing not less than 3 months' notice in writing in the following circumstances:

12.1.1 Any of the Goods supplied by the Contractor pursuant to this Contract in the reasonable opinion of the Participating Authorities have been superseded by other goods not available pursuant to this Contract which materially improve clinical outcomes; or

12.1.2 the Goods become subject to recall in accordance with Clause 4 of Call-off Schedule 2 and as a result in the reasonable opinion of the Participating Authorities the Goods should no longer be used by the Participating Authorities.

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Call-off Schedule 2 of this Contract

HCA General Goods and Services Terms and Conditions

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

The General Terms and Conditions for the acquisition of Goods and Services shall be included as Schedule 2 within this Call-off Contract. This is available for your convenience at:

https://go.healthtrusteurope.com/hca-publicterms-goods-and-services

Call-off Schedule 3 of this Contract

HCA Capital Terms and Conditions

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

The Capital Terms and Conditions for the purchase of Capital items shall be included as Schedule 3 within this Contract. This is available for your convenience at:
https://go.healthtrusteurope.com/hca-publicterms-capital

Call-off Schedule 4 of this Contract

HCA IT and S Terms and Conditions

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

The IT and S Terms and Conditions for the acquisition of Information and technology services shall be included as Schedule 4 within this Contract. This is available for your convenience at:

https://go.healthtrusteurope.com/hca-publicterms-its

Call-off Schedule 5 of this Contract

Consolidated Services Agreement (CSA) Terms and Conditions

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

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The CSA shall be included as Schedule 5 within this Contract. This is available for your convenience at:

https://go.healthtrusteurope.com/hca-publicterms-consolidated-service-agreement