SCHEDULE 1

PART A

THE SERVICES

Services to support the collection and reporting of data through the administration of Patient Questionnaires to patients in receipt of NHS-funded care.

FRAMEWORK LOTS

LOT 1 SERVICES

Patient-Reported Outcome Measures ("PROMs").

The collection of information on the clinical quality of care delivered to NHS patients as perceived by the patients themselves. PROMs comprise repeated surveying of patients and are administered pre-operatively (the "Q1" questionnaire) and post-operatively (the"Q2" questionnaire) within defined intervals and to preset standards for their administration.
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Lot 1 Services will be delivered in accordance with the Standard Service Specification unless otherwise requested by a Provider during Call-Off

LOT 2 SERVICES

Other Patient Questionnaires

Comprise any Questionnaire instrument administered to patients pre- or post-operatively, using any sampling (or census) methodology as specified by the framework user. Other patient questionnaires will be similar in question format and length to the PROMs Questionnaires. These may be just one part of the PROMs survey which may include either a Q1, Q2 or both.

Other Patient Questionnaires could be employed in certain circumstances to facilitate the collection of additional PROMs questionnaires to patients to different timelines. For example, a second postoperative questionnaire ("Q3") could be administered to patients who have already completed a Q1 and a Q2 using Lot 1 Services.

Requirements for these services may be locally specified services as required by a specific Provider or groups of Provider or, like PROMs, be required of all Providers across the country

Annex 1

Patient Reported Outcome Measures (PROMs)

Standard Service Specification

Standard Service Specification

1. **The Provider shall**

Generally,

a. Provide and maintain a Provider Contact Person who shall give all reasonable assistance to the Supplier in relation to the PROMs Activity.

b. Make all reasonable efforts to assist the Supplier in relation to the PROMs Activity, including, but not limited to; assisting with mobilisation as agreed with the Supplier, provide access to the facilities, staff for training purposes, and the ordering, supply, storage and collection of Q1 questionnaires.

c. Ensure that a Supplier (or Suppliers) is (are) appointed to provide services to support the collection and reporting of PROMs data for all eligible patients that the Provider is responsible for irrespective of where the relevant procedure is carried out. Providers are deemed responsible for any patient receiving an NHS-funded intervention for which they receive funding under the Payment by Results system and for which the activity is recorded against them in the Hospital Episode Statistics dataset. Where a Provider has activity (eligible procedures) carried out at an alternative provider site or where part of the pathway is carried out elsewhere such that Q1 administration would be best carried out elsewhere, it must either: make arrangements for its Supplier to administer at and collect questionnaires from that site, or make arrangements with the alternative provider for the collection of that data.

Specifically,

d. Identify which Patients should be surveyed and administer the appropriate Q1 questionnaire, secure the required Patient Consent in accordance with the Patient Consent Standard and then store collected questionnaires and deliver to the Supplier, as agreed, in accordance with Information Governance requirements and in the agreed format.

e. Provide assistance to Patients for the completion of questionnaires if required compliant with the Assisted Patient Completion Standard and Patient Consent Standard.

f. Identify the questionnaire volumes, including any minority languages required, and order such in the manner agreed with the Supplier.

g. Securely receive and store printed surveys and support materials from the Supplier for subsequent administration of PROMs questionnaires to eligible patients.

h. Make payment in accordance with the Framework agreement Payment schedule or if specified the requirements of the order form..

i. Comply with the relevant sections of the PROMs Standards.

j. Undertake any additional actions the Provider committed to in the Provider Specific Requirements of the order form.

k. Liaise with any other provider where PROMs questionnaires are administered to eligible patients that it is responsible for, to make suitable arrangements for the administration and collection of Q1 questionnaires.

2. **The Supplier shall**

Generally,

a. Provide and maintain a Supplier Contact Person who shall who shall give all reasonable assistance to the Provider in relation to the PROMs activity.

b. Make all reasonable efforts to assist the Provider in relation to the PROMs activity, including, but not limited to provide staff training, assisting with issues that may arise, ordering, supplying, and collecting Q1 questionnaires as agreed with the Provider.

c. Where applicable, provide assistance to Patients for the completion of questionnaires if required compliant with the Assisted Patient Completion Standard.

d. Comply with the Framework agreement Payment schedule or if specified the requirements of the order form.

e. Comply with the relevant sections of the PROMs Standards.

f. Undertake any additional actions the Supplier committed to in the Provider Specific Requirements of the order form.

g. Liaise with other Providers and/or Suppliers to facilitate the administration and collection of Q1 questionnaires to patients for which the Provider is responsible for but for whom part of the pathway and/or the procedure is carried out on the other Provider's site. The Supplier will either make arrangements to collect the relevant Q1 questionnaires for onwards processing or make arrangements with another Supplier for these questionnaires to be collected and processed by them.

h. Ensure that any organisation which sub-contracts for the collection and reporting of PROMs data abides by the same terms and conditions that it does, including full compliance with the Standards and any specific requirements as set out in the order form. For the avoidance of doubt, the Supplier is responsible for actions of its sub-contractor(s). Sub-contractors may be used for example for the collection of Q1 PROMs data by electronic means.

Specifically,

Mobilisation

i. Mobilise the PROMs service in the manner and timelines agreed with the Provider and/or set out in the Provider Specific Requirements of the order form.

j. This may include, assessing current processes for administering Q1, developing improved processes and undertaking staff training.

k. On an ongoing basis this may include reviewing response rates with the Provider, developing remedial actions including further training and/ or improving processes for administering Q1.

Data Format and Security

l. Generally, comply with all PROMs standards, but specifically comply with the PROMs Data Interface specification, PROMs Data Processing Guidance, PROMs Supplier Accreditation and PROMs Information Governance Standard.

Provision of Q1 Questionnaires

m. Use PROMs questionnaire as specified in the PROMs standards or Provider Specific Requirements of the order form.

n. Provide Q1 questionnaires in the required manner, volume and language types, in a timely manner and process as agreed with the Provider from time to time.

o. Provide Q1 questionnaires in the required medium (physical paper or electronic) as agreed with the Provider. Where Q1 questionnaires are provided in an electronic format, the Supplier is responsible for ensuring the continuity of the service and maintenance of any hardware to support such collection, unless otherwise agreed with the Provider. The Supplier is also responsible for ensuring that the electronic representations of the Q1 questionnaire(s) are compliant with the relevant Standards and licensing terms and conditions.

p. This includes provision of all material, media and means required in order to administer the Q1 questionnaire unless otherwise agreed.

q. Ensure all Q1 related documents are compliant with the relevant PROMs Standard(s).

Collection of Q1 Questionnaire forms or data

r. Be responsible for the cost, unless otherwise agreed, of delivering completed Q1 questionnaires from the Provider to the Supplier, in accordance with PROMs standards.

s. This shall include, but not limited to, agreeing a delivery protocol with the Provider, arrangement of transport method, verifying dispatch and receipting of delivery to minimise risk of delivery loss, identify data loss quickly and determine point of loss or responsibility as quickly as possible. For the avoidance of doubt, the secure transfer of completed Q1 questionnaires could be physical (transfer of completed paper questionnaire or electronic images on physical storage, e.g. disc) or electronic (transfer electronically).

Completion check, collation and onward transmission of Q1 data

t. Must receive and handle Q1 responses consistent with PROMs standards.

u. Check Q1 responses meet PROMs Data Interface Specification and PROMs Data Processing Guidance. This may include any checks for NHS numbers or addresses as required.

v. Must convert Q1 responses into an electronic record and transmit to the Clearing house consistent with PROMs Data Interface specification, PROMs Data Processing Guidance, PROMs Supplier Accreditation and PROMs Information Governance Standard

w. This shall include, but not limited to, receipting Q1 responses, assigning unique identifier codes to permit matching to subsequent Q2 responses, scanning paper questionnaires, data error checking and correction, translating into the compliant format for transmission and checking for data file errors prior to transmission.

Tracking PROMs Questionnaires and withdrawal of consent

x. Create and maintain a process for tracking responses to enable notification of withdrawal of consent to the Clearing House, FOI queries and/ or auditable tracking of PROMs data.

y. Operate an effective withdrawal of consent process to ensure appropriate parties are contacted and any data is handled appropriately.

Q2 preparation, sending and follow up

z. Use PROMs questionnaire as specified in the PROMs standards or Provider Specific Requirements of the order form. This shall have an appropriate unique identifier to enable matching to the Q1.

aa. Suppliers will, at their cost, check that the Patient is not deceased before sending any Q2 PROMs Questionnaires out or any follow up correspondence. This shall not be any earlier than 48 hours prior to sending any correspondence to patients. In the first year of operation of the Framework a service will be made available to Suppliers by the Authority to facilitate the deceased or otherwise status check of records before any issue of Q2 questionnaires or related documents. This service will for the first financial year of operation of the Framework (2012/13) be provided at the cost of the Authority. The Supplier is free to make alternative arrangements at its own cost.

bb. At a minimum, checking the deceased status of patients will entail a check at their cost of the Personal Demographics Service (via the Clinical Spine Application or via the IC by arrangement) or similar equivalent process. This check may include any checks for NHS numbers or addresses as required.

cc. Send Q2 questionnaires to patients after a defined period from Intervention as set out in Specific PROMs Questionnaires Standard. The time period may vary per intervention type. Determine the required dispatch date of Q2 PROMs Questionnaire and enact a bring up system to ensure timely dispatch.

dd. Should provide the option for the patient to complete Q2 electronically/online unless otherwise agreed with the Provider. Therefore, the Supplier may send a reference number for a patient to enter into an online portal to complete the relevant Q2 questionnaire.

ee. Must provide a pre-paid return envelope when sending paper-based Q2 unless otherwise agreed.

ff. Must adhere to the Questionnaire Follow Up Standard.

Completion check, collation and onward transmission of Q2 data

gg. Must receive and handle Q2 responses consistent with Information Governance requirements.

hh. Must convert Q2 into an electronic record and transmit to the PROMs Clearing house consistent with PROMs Data Interface specification, PROMs Data Processing Guidance, PROMs Supplier Accreditation and PROMs Information Governance Standard

ii. This shall include, but not limited to, receipting Q1 responses, assigning unique identifier codes to permit matching to Q2 responses, scanning paper questionnaires, data error checking and correction, translating into the compliant format for transmission and checking for data file errors prior to transmission.

Data errors

jj. Clear any data errors arising from the submission of data to the Clearing House. For the avoidance of doubt, the Supplier is responsible for the

correction of data errors associated with its submission of its data to the Clearing House, at its cost.

Survey Performance data

kk. Provide PROMs collection performance data to the Provider as agreed or other data as otherwise specified in the Provider Specific Requirements of the order form. The performance data should apply to all eligible patients for which the Provider is responsible for unless other arrangements have been made (described above).

Provision of helpline facilities

ll. Provide a helpline facility for the completion of questionnaires compliant with Patient Helpline Standard and to the satisfaction of the Provider as agreed and set out in the Provider Specific Requirements.

mm. This requirement shall be applicable only to the Q1 and Q2 questionnaires administered by the Supplier on the Provider's site/s (whether administered by itself or by a sub-contractor). If Q1s are completed on another Provider's site, that Provider shall be responsible for meeting this requirement.

Provide a Patient Feedback and Complaints process

nn. Provide a patient feedback and complaints process compliant with the Patient Feedback and Complaints process Standard.

oo. Undertake regular review of such feedback and in agreement with the Provider amend the process used.

pp. This requirement shall be applicable only to the Q1 and Q2 questionnaires administered by the Supplier on the Provider's site/s (whether administered by itself or by a sub-contractor). If Q1s are completed on another Provider's site, that Provider shall be responsible for meeting this requirement..

Document Storage and Destruction

qq. Document storage and destruction must be undertaken in compliance with the Information Governance requirements. For the avoidance of doubt the requirements apply equally to all media for the collection and reporting of PROMs data (paper and electronic).

Exit Plan

rr. Must produce an Exit Plan for the contract if DH or the Provider request one.

ss. Where the Supplier works with a separate organisation (i.e. through sub-contracting arrangements), the other organisation will be obliged to work in a co-operative manner with the Supplier and afford all reasonable efforts to achieve an efficient and workable interface with them. This includes mobilisation, Q1 data receipt, resolution of data error and exit. For the avoidance of doubt, in such circumstances, the Supplier remains responsible for ensuring that the requirements, Standards and any specific arrangements as set out as part of the order form are adhered to, at its cost.

3. **The Authority shall**

Specifically,

a. Issue from time to time Guidance, upon which this contract relies, as to how Providers are required to collect and report PROMs.

b. Insert and maintain the various PROMs Standards used in this specification into the Guidance.

c. Licence the use of survey instruments and provide sub-licenses to Compliant Suppliers.

d. Define the scope of the PROMs services through the issuing of relevant Standards in Guidance as to the Eligible Procedures.

e. Develop and define PROMs questionnaires for use with Eligible Procedures in the Specified PROMs Questionnaires Standard and provide templates to be used by Providers and Suppliers.

f. Determine if alternative language questionnaires are required and produce translations as it sees fit – (in the same format as the English language versions) – and at its discretion.

g. Ensure there is a Clearing House function and/or alternative arrangements to receive and process submitted PROMs data in accordance with this specification as set out here.

SCHEDULE 2

AWARD CRITERIA

CRITERION NUMBER	CRITERION	AWARD CRITERIA
1	Evaluation Price (Calculated Service Fee)	Either 100% of the award criteria (lowest evaluation price) or as part of a ratio with the technical score (lowest £ per point) depending on divergence from the standard specification to be set by the Provider conducting mini-competition
2	Technical (Weighted score against additional requirements)	Either 0% of the award criteria (evaluation price only) when service delivery is based on the standard specification, or as part of the ratio with the evaluation price (£ per point) depending on divergence from the standard specification to be set by the Provider conducting mini-competition

The Call Off award criteria follows a similar methodology, of a price to quality score ratio, as that used at ITT for the award of the Framework. When a standard specification is ordered, then there is no technical score and the lowest evaluation price offered will secure the contract.

At Call-Off, it is implicit that Suppliers will deliver the service requirement(s) in accordance with the Standard Service Specification (and as per solutions described in each Supplier's ITT response). Should a Supplier intend to deviate from this position, it MUST highlight this to the Provider (who at their discretion may disqualify the Supplier from the mini-competition should such changes be material and impose additional technical or commercial risk on the Provider).

For "standard" Call Offs the evaluation price will be considered the sole evaluation criteria with the lowest price successful.

Where Providers indicate divergence from the Standard Service Specification (or additional / local requirements) then an evaluation of the methods, processes and quality assurance of the additional services / activities will be required. In this instance, a £ per point evaluation will take place with the Supplier offering the lowest Evaluation Price per weighted Technical score ratio successful.

If the Framework default payment mechanism set out in Schedule 3 is not varied in the Call Off Notice, Suppliers must not exceed the relevant Framework maximum prices set out in Schedule 3.

Call Off Notices can request along side a Service Fee, a price for Outgoing Transition Payment. If the latter price is requested, the price used for evaluation shall be the total of the Service Fee and the Restated Outgoing Transition payment.

The Restated Outgoing Transition Payment shall be calculated in the following manner:

- Outgoing Transition Payment divided by the estimated volume of eligible patients for PROMs to be undertaken for year 1 of the Call Off.

Suppliers must carefully consider the Call-off Notice where any additional detail will be provided.

SCHEDULE 3

PRICING SCHEDULE

1 GENERAL

1.1 The pricing mechanism applicable for Services will be specified by each Provider in the Call-Off Notice for those Services. However, this Schedule sets out:

1.1.1 a default payment mechanism for Lot 1 Services which will apply unless the Provider requests specific changes to it within the relevant Call-Off Notice; and

1.1.2 ceiling prices for both Lot 1 and Lot 2 Services which apply in the circumstances set out below.

2 LOT 1 – (PROMS) PAYMENT MECHANISM

2.1 Lot 1 has distinct payments for two sets of actions: (i) collection and secure delivery of Q1 and Q2 questionnaires (in an acceptable form to the HSC IC) and (ii) a fixed amount payment for undertaking all transition actions at exit ("Outgoing Transition Payment"), if permitted and agreed by the Provider.

2.2 The default payment mechanism for delivery of Q1 and Q2 in an acceptable form to the HSCIC is as follows.

2.2.1 At mini-competition, Suppliers bid a Service Fee, which is a fixed total fee for the administration, collection, processing and delivery of the Q1 and Q2 questionnaires.

2.2.2 30% of Service Fee is paid on the confirmed receipt of completed and valid Q1 questionnaires. 70% of Service Fee is paid on the confirmed receipt of completed and valid, Q2 questionnaires which have been matched to a completed and valid Q1. Receipt will be confirmed by the HSCIC Clearing House.

2.2.3 The confirmed volume of Q1s or Q2s submitted in an acceptable form which can be used for invoicing purposes can be deducted from the Data Quality Report which will be produced by the 30th of each month which that monthly processing takes place, i.e. if April data is submitted during May the report would be produced by 30th May. In the future another bespoke reporting mechanism may eventually replace this, but would provide the same information for invoice production by the Supplier or invoice validation by the Provider but in a different form.

2.2.4 Worked example:

- If the Service Fee is £10 and respective Q1 and Q2 volumes are 100 and 70, the payment would be as follows.
- On NHS IC HSC receipt of Q1 - £10 x 30% x 100 = £300
- On NHS IC HSC receipt of Q2 - £10 x 70% x 70 = £490
- Total received by Supplier £790

2.3 The Supplier's ceiling price for the Service Fee for LOT 1 Services is set out in Table 1 below. This ceiling price cannot be exceeded if the default payment mechanism set

out in 2.2 above and Standard Service Specification are requested on Call-Off. This is "Price Element 1".

2.4 Price Element 1 will include all costs associated with the delivery of the Specification (including the detailed responses to the ITT questions) and applies irrespective of whether or not the Outgoing Transition payment would be paid. This requirement is applicable to the other Service Fees described below. For the avoidance of doubt, this price incorporates all elements associated with exit and expiry of the service.

2.5 The Specification may be varied by a Provider at call off excluding the costs and responsibility for courier / delivery of Q1s from the Provider to the Supplier. Therefore, a second Service Fee that excludes responsibility and costs for courier / delivery of Q1s from the Provider to the Supplier is required. The Supplier's ceiling price for the Service fee that excludes these costs of courier/delivery is set out in Table 1 below. This is "Price Element 2".

2.6 If a Provider requests a predominately electronic service (electronic administration, collection, processing and delivery of questionnaires) the Service Fee for this service will be agreed as part of Call-Off.

2.7 As noted above, mini-competitions on Call-Off may vary the payment mechanism, for example by asking for a Service Fee that is only payable on the volume of Q2s accepted by the HSC IC. In such case, the Service Fee ceiling prices quoted in Table 1 would not normally apply.

3 PAYMENT FOR Q2 BEYOND CESSATION OF Q1 COLLECTION

3.1 At the expiry or earlier termination of a Call-Off Contract, a Supplier may cease collecting Q1 but there remains a "Q2 tail" relating to those Q1s collected before the expiry or termination date but for which the Q2 questionnaires still need to be sent out by or returned to the Supplier.

3.2 Payments will continue beyond the cessation of Q1 questionnaire collection. Q2 questionnaires that are sent to patients, completed and then returned subsequent to the end of the Call-Off Contract will be liable for payment. The Q2 questionnaires processed beyond the date of expiry or termination of the Call-Off Contract should be processed in accordance with the Call-Off Terms and Conditions and will be paid accordingly.

4 FIXED AMOUNT PAYMENT FOR UNDERTAKING ALL TRANSITION ACTIONS IN AN EXIT PLAN ("OUTGOING TRANSITION PAYMENT").

4.1 At call off expiry or termination, the Supplier may have to undertake actions to facilitate transfer of data or transition to a Replacement Supplier. The Outgoing Transition Payment is the single fixed price payable to the Supplier to cover all Exit Plan related costs if Providers request a separate price for this. If this payment is not requested, Suppliers should include possible Exit Plan costs in the Service Fee bid at Call-Off.

4.2 The Supplier's ceiling price for the Outgoing Transition Payment ("Exit Price Element") is set out in Table 1 below This cannot be exceeded..

5 SUMMARY OF PRICES REQUIRED FOR LOT 1 – PROMS

5.1 **Price Element 1** – Service fee for end-to-end predominantly paper based service delivered in accordance with the Specification set out in Annex 1 to Schedule 1.

5.2 **Price Element 2** – As for Price Element 1, except that the courier service in the Specification will be arranged separately at the Provider's cost. Price Element 2 must be lower than Price Element 1

5.3 **Exit Price Element** - Outgoing Transition Payment – a fixed amount to cover all outgoing transition costs on a per Call-Off Contract basis.

6 LOT 2 – OTHER PATIENT QUESTIONNAIRES

6.1 The Supplier's ceiling price for LOT 2 Services is set out in Table 1 below. This is Lot 2 Price Element 1.

7 PAYMENT POINT AND VALIDATION

7.1 Under the default payment mechanism the volumes paid for will be based on the number of Q1 or Q2s, as applicable, received by the HSC IC Clearing House which will be reported on a monthly basis.

7.2 The Authority retains the right to spot audit questionnaires to ensure such confirmations are accurate.

8 KPI

8.1 A range of Key Performance Indicators (**KPIs**) may be used to ensure performance and rectification of issues. KPIs will be based on the parameters set out in the relevant Call-Off Notice as defined by the Provider and will not affect the ceiling price unless they amount to a material change to the Standard Service Specification.

9 INDEXATION OF PRICES IN TABLE 1

9.1 All prices quoted in Table 1 are denominated as at 1 April 2012. Prices for subsequent years shall be increased/decreased by the CPI movement from 1 April 2012 and applicable to the prices in Table 1 for the first time on April 2013.

Table 1

PRICE ELEMENTS	SUPPLIER'S MAXIMUM PRICE
Price Element 1	[Provided under Framework]
Price Element 2	[Provided under Framework]
Exit Price Element	[Provided under Framework]
Lot 2 Price Element 1	[Provided under Framework]

SCHEDULE 4

CALL-OFF NOTICE

To: [***Insert name of Supplier***] (the "**Supplier**", "**you**", "**your**")

From: [***Insert name of Provider***] (the "**Provider**", "**we**")

Date: [***Insert date Call-off Notice***]

1. INTRODUCTION

1.1 We have issued this Call-off Notice pursuant to Clause 7 of the Framework Agreement for the Supply of NHS Patient Questionnaire Services dated [***Insert date of Framework Agreement***] (the "**Framework Agreement**").

1.2 The terms and conditions of the Framework Agreement shall form part of this Call-off Notice, and words and expressions used in this Call-off Notice shall bear the meanings given in the Framework Agreement except where the context requires otherwise.

2. COMMENCEMENT OF ORDERING PROCEDURE

2.1 We are seeking to procure the Services described in the Call Off Order Form at Annex 1 of this Call-Off Notice through the Framework Agreement. The Ordering Procedure shall apply with respect to the procurement of such Services from the date of this Call-Off Notice.

2.2 Please complete the Call-Off Order Form attached and return it signed and dated to the address set out below by the response deadline specified in the Call-Off Order Form.

2.3 Information regarding this Ordering Procedure and other procurement rules are set out or referred to in the Call-Off Order Form.

2.4 You are bound to comply with and perform your obligations under the Ordering Procedure with respect to this procurement of Services from your receipt of this Call-off Notice in accordance with Clause 7 of the Framework Agreement.

3. REPRESENTATIVES TO RECEIVE NOTICES

3.1 All notices in respect of this Call-Off Notice should be sent to the following representatives of the Provider:

Representative: [ ]

Fax number: [ ]

Address:[ ]

[With a copy to: [*party managing the Framework*]

Fax number: [ ]

Address:[ ]]

ANNEX 1
CALL-OFF ORDER FORM

FROM:

PROVIDER	
SERVICE ADDRESS	
INVOICE ADDRESS	
CONTACT REF:	Ref: Phone: e-mail:
ORDER NUMBER	*To be quoted on all correspondence relating to this Order:*
ORDER DATE	

TO:

SUPPLIER:	[insert Supplier's name]
FOR THE ATTENTION OF: **E-MAIL** **TELEPHONE NUMBER**	
ADDRESS	

REQUIREMENTS:

SERVICES			
INDICATIVE VOLUMES			
BACKGROUND INFORMATION			
EXPECTED START & END DATES			
ADDITIONAL / OTHER SPECIAL REQUIREMENTS OR DEVIATION FROM THE STANDARD SPECIFICATION (ATTACHED)			
ADDITIONAL EVALUATION QUESTIONS			**WEIGHT**
	A		
	B		
	C		

PAYMENT TERMS	Q1 payment 30%, Q2 payment 70% of Service Fee
RESPONSE DEADLINE	

RESPONSE		
PROPOSED COMMENCEMENT DATE:		
EXCLUSIONS / EXCEPTIONS FROM STANDARD SPECIFICATION (IF ANY)		
ADDITIONAL EVALUATION QUESTION RESPONSE(S)	**A**	
	B	
	C	
SERVICE FEE		
OUTGOING TRANSITION PAYMENT	(Only complete if requested and unless otherwise stated include within Service Fee)	

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Provider to supply to the Provider the Services specified in this Call Off Order Form in accordance with the Call-Off Terms and Conditions set out in the Framework Agreement together with any additional special terms set out in this Call-Off Order Form.

For and on behalf of the Supplier:-

Name and Title	
Signature	
Date	

For and on behalf of the Provider:-

Name and Title	
Signature	
Date	

SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:-

"**Approval" and "Approved"**	means the written consent of the Provider
"**Auditor**"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires
"**Commencement Date**"	means the date set out in the Order Form
"**Commercially Sensitive Information**"	means the Confidential Information listed in the Order Form comprised of information:- (a) which is provided by the Supplier and designated as commercially sensitive information by the Provider for the period set out in that Order Form and/or (b) that constitutes a trade secret
"**Confidential Information**"	means:- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and (b) the Commercially Sensitive Information and does not include any information:- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 5.3 (Confidential Information); (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (iv) is independently developed without access

to the Confidential Information

"**Contract**"	means the written agreement between the Provider and the Supplier consisting of the Order Form and these clauses save that, for the purposes of Clause 1.6.4 only, reference to 'Contract' shall not include the Order Form
"**Contracting Authority**"	means any contracting Authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Provider
"**Contract Period**"	means the period from the Commencement Date to:- (a) the date of expiry set out in Clause 1.3 (Initial Contract Period); (b) following an extension pursuant to Clause 6.8 (Extension of Initial Contract Period), the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract
"**Service Fee**"	means the price (exclusive of any applicable VAT), payable to the Supplier by the Provider under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract
"**Crown/Crown Body/Crown Bodies**"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
"**Default**"	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other
"**DPA**"	means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any Procurement Guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
"**Environmental Information Regulations**"	means the Environmental Information Regulations 2004 together with any Procurement Guidance and/or codes of practice issued by the Information Commissioner or relevant government department in

	relation to such regulations
"**Equipment**"	means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract
"Exit"	Means any termination or expiry of this Contract;
"Exit Period"	the period during which the Supplier shall provide the Exit Services.
"Exit Plan"	the plan produced and updated by the Supplier during the Term in accordance Appendix 2 (Exit Management);
"Exit Services"	the services and activities to be performed by the Supplier pursuant to the Exit Plan;
"**Fees Regulations**"	means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004
"**FOIA**"	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any Procurement Guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
"**Force Majeure**"	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:- (a) any industrial action occurring within the Supplier's or any sub-contractor's organisation; or (b) the failure by any sub-contractor to perform its obligations under any sub-contract
"**Framework Agreement**"	means the framework agreement for the provision of NHS Patient Questionnaire Services between the Department of Health and the Supplier dated [ ]
"**Fraud**"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Authority or the Provider
"**Good Industry Practice**"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled

	and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
"**Information**"	has the meaning given under section 84 of the FOIA
"**Initial Contract Period**"	means the period from the Commencement Date to the date of expiry set out in Clause 1.3 (Initial Contract Period), or such earlier date of termination or partial termination of the agreement in accordance with the provisions of the Contract
"**Intellectual Property Rights**" **and** "**IPR**"	means patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights which subsist or will subsist, now or in the future, in any part of the world
"**Key Personnel**"	means any individual identified in the Order Form as being key personnel
"**Law**"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, Procurement Guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply
"Licensed Materials"	means the Patient Questionnaires including the associated scoring models and support materials defined in the Framework Agreement
"**Month**"	means calendar month
"Order"	means the order submitted by the Provider to the Supplier in accordance with the Framework Agreement
"**Order Form**"	means the order submitted to the Supplier by the Provider in accordance with the Framework Agreement which sets out the description of the Services to be supplied
"**Outgoing Transition Payment"**	means the ceiling price specified in the Framework Agreement for Exit Services provided by the Supplier.
"**Parent Company**"	means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either

	responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "**Holding Company**" shall have the meaning ascribed in Section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto
"**Party**"	means the Supplier or the Provider
"**Patient Questionnaires**"	means the surveys and questionnaires forming part of the Services
"**Pre-Existing IPR**"	shall mean any Intellectual Property Rights vested in or licensed to the Provider or the Supplier prior to or independently of the performance by the Provider or the Supplier of their obligations under the Contract and in respect of the Provider includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs
"**Premises**"	means the location where the Services are to be supplied, as set out in the Order Form
"**Project Specific IPR**"	means:- (a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and all updates and amendments of these items; and/or (b) IPR arising as a result of the performance of the Supplier's obligations under the Contract except in all cases any IPR in the Licensed Materials which shall be dealt with in accordance with the terms of the Framework Agreement
"**Property**"	means the property, other than real property, issued or made available to the Supplier by the Provider in connection with the Contract
"**Provider**"	means the provider(s) identified in the Order Form
"Provider Data"	means (a) data supplied to the Supplier by or on behalf of the Provider, or which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Provider is Data Controller.
"**Regulatory Bodies**"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Provider

"**Replacement Supplier**"	means any third party service Supplier appointed by the Provider to supply any services which are substantially similar to any of the Services and which the Provider receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract
"**Request for Information**"	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply)
"**Services**"	means the services to be supplied as specified in the Order Form
"**Specification**"	means the specification for the Services attached to and/or referred to in the Order Form;
"**Staff**"	means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract
"**Standards**"	means: (i) the Specification; (ii) the Authority Guidance; and (iii) the Standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form).
"**Supplier"**	means the person, firm or company with whom the Provider enters into the Contract as identified in the Order Form
"**Tender**"	means the document(s) submitted by the Supplier to the Provider in response to the Provider's invitation to suppliers for formal offers to supply it with the Services pursuant to the Framework Agreement
"**Variation**"	has the meaning given to it in Clause 6.3 (Variation)
"**VAT**"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"**Working Day**"	means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2 **Interpretation**

The interpretation and construction of the Contract shall be subject to the following provisions:-

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;

1.2.4 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

1.2.5 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.3 **Initial Contract Period**

The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 6.8 (Extension of Initial Contract Period).

1.4 **Supplier's Status**

At all times during the Contract Period the Supplier shall be an independent supplier and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

1.5 **Provider's Obligations**

Save as otherwise expressly provided, the obligations of the Provider under the Contract are obligations of the Provider in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Provider in any other capacity, nor shall the exercise by the Provider of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Provider to the Supplier.

1.6 **Entire Agreement**

1.6.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

1.6.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.

1.6.3 Nothing in Clauses 1.6.1 or 1.6.2 shall operate to exclude Fraud or fraudulent misrepresentation.

1.6.4 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-

(a) the Order Form;

(b) the clauses of the Contract; and

(c) any other document referred to in the clauses of the Contract.

1.6.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

1.7 Notices

1.7.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

1.7.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in Clause 1.7.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

1.7.3 For the purposes of Clause 1.7.2, the address of each Party shall be:-

(a) for the Provider: the address set out in the Order Form.

(b) for the Supplier: the address set out in the Framework Agreement.

1.7.4 Either Party may change its address for service by serving a notice in accordance with this clause.

1.8 Mistakes in Information

The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Provider by the Supplier in connection with the supply of the Services and shall pay the Provider any extra costs occasioned by any discrepancies, errors or omissions therein.

1.9 **Conflicts of Interest**

1.9.1 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 Provider), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Provider under the provisions of the Contract.

1.9.2 The Supplier shall promptly notify the Provider (and provide full particulars to the Provider) if any conflict referred to in Clause 1.9.1 above arises or is reasonably foreseeable.

1.9.3 The Provider reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Provider, 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 Provider under the provisions of the Contract. The actions of the Provider pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Provider.

1.9.4 This clause shall apply during the Contract Period and for a period of two (2) years after expiry of the Contract Period.

1.10 **Prevention of Fraud**

1.10.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Provider.

1.10.2 The Supplier shall notify the Provider immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

1.10.3 If the Supplier or its Staff commits any Fraud in relation to the Contract or any other contract with a Contracting Authority or the Provider, the Provider may:-

(a) terminate the Contract with immediate effect by giving the Supplier notice in writing and recover from the Supplier the amount of any loss suffered by the Provider resulting from the termination including the cost reasonably incurred by the Provider of making other arrangements for the supply of the Services and any additional expenditure incurred by the Provider throughout the remainder of the Contract Period; and/or

(b) recover in full from the Supplier any other loss sustained by the Provider in consequence of any breach of this clause.

2. **SUPPLY OF SERVICES**

2.1 **The Services**

2.1.1 The Supplier shall supply the Services during the Contract Period in accordance with the Standards in consideration for the payment of the Service Fee(s).

2.1.2 If the Provider informs the Supplier in writing that the Provider reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than

as a result of a Default on the part of the Provider, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Provider.

2.1.3 Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

2.2 **Manner of Carrying Out the Services**

2.2.1 The Supplier shall at all times comply with the Standards and maintain its Accreditation. To the extent that the standard of Services has not been specified in the Contract the Supplier shall agree the relevant standard of the Services with the Provider prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

2.2.2 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

2.3 **Supplier's Staff**

2.3.1 The Provider may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:-

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff;

whose admission or continued presence would, in the reasonable opinion of the Provider, be undesirable.

2.3.2 At the Provider's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Provider may reasonably request.

2.3.3 The Supplier's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.

2.3.4 If the Supplier fails to comply with Clause 2.3.2 within two (2) Months of the date of the request then the Provider may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Provider.

2.3.5 The decision of the Provider as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with Clause 2.3.2 shall be final and conclusive.

2.4 **Offers of Employment**

For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Provider nor the Supplier shall employ or offer employment to any of the

other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

3. PAYMENT AND SERVICE FEEs

3.1 Service Fee

3.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Provider shall pay the Service Fee in accordance with Clause 3.2 (Payment and VAT).

3.1.2 The Provider shall, in addition to the Service Fee and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

3.2 Payment and VAT

3.2.1 The Provider shall pay all sums due to the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with the payment profile set out in the Order Form.

3.2.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Provider to substantiate the invoice.

3.2.3 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

3.2.4 The Supplier shall add VAT to the Service Fee at the prevailing rate as applicable.

3.2.5 The Supplier shall indemnify the Provider on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Provider at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 3.3.5 shall be paid by the Supplier to the Provider not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Provider.

3.2.6 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under Clause 8.2 (Termination on Default) for failure to pay undisputed sums of money.

3.3 Recovery of Sums Due

3.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Provider in respect of any breach of the Contract), the Provider may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Provider.

3.3.2 Any overpayment by either Party, whether of the Service Fee or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

3.3.3 The Supplier shall make any payments due to the Provider without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Provider to the Supplier.

3.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

4. STATUTORY OBLIGATIONS AND REGULATIONS

4.1 Prevention of Corruption

4.1.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Provider or any other public body or person employed by or on behalf of the Provider any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Contract or any other contract with the Provider or any other public body or person employed by or on behalf of the Provider, or for showing or refraining from showing favour or disfavour to any person in relation to any such contract.

4.1.2 The Supplier warrants and undertakes to the Provider that it:

(a) will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and

(b) has and will maintain in place throughout the Term adequate procedures (as referred to in section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier.

4.1.3 The Supplier warrants that it has not paid commission or agreed to pay commission to the Provider or any other public body or any person employed by or on behalf of the Provider or any other public body in connection with the Contract.

4.1.4 If the Supplier, its Staff or any person acting on the Supplier's behalf, engages in conduct prohibited by Clauses 4.1.1 or 4.1.2 above or commits any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010, the Provider may:-

(a) terminate the Contract with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Provider resulting from the termination; and/or

(b) recover in full from the Supplier any other loss sustained by the Provider in consequence of any breach of those clauses.

4.2 **Discrimination**

4.2.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

4.2.2 The Supplier shall take all reasonable steps to secure the observance of Clause 4.2.1 by all servants, employees or agents of the Supplier and all suppliers and Sub-Contractors employed in the execution of the Contract.

4.3 **The Contracts (Rights of Third Parties) Act 1999**

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

4.4 **Environmental Requirements**

The Supplier shall, when working on the Premises, perform its obligations under the Contract in accordance with the Provider's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

4.5 **Health and Safety**

4.5.1 The Supplier shall promptly notify the Provider of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Provider shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.

4.5.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Provider in respect of Staff and other persons working there.

4.5.3 The Supplier shall notify the Provider immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

4.5.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

4.5.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Provider on request.

5. PROTECTION OF INFORMATION

5.1 Data Protection Act

5.1.1 For the purposes of Clause 5.1, the terms "Data Controller", "Data Processor", “Data Subject”, "Personal Data", "Process" and "Processing" shall have the meanings prescribed under the DPA.

5.1.2 The Supplier shall (and shall procure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all of their obligations under the DPA which arise in connection with the Contract.

5.1.3 Notwithstanding the general obligation in Clause 5.1.2, where the Supplier is Processing Personal Data as a Data Processor for the Provider the Supplier shall:-

(a) Process the Personal Data only in accordance with instructions from the Provider as set out in the Contract;

(b) comply with all applicable laws;

(c) Process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Supplier's obligations under the Framework Agreement;

(d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;

(e) take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data;

(f) not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Provider;

(g) not disclose the Personal Data to any third parties in any circumstances other than with the written consent of the Provider or in compliance with a legal obligation imposed upon the Provider; and

(h) co-operate with the Provider to enable the Provider to comply with any request under section 7 of the DPA.

(i) notify the Provider within five Working Days if it receives:

(a) a request from a Data Subject to have access to that person’s Personal Data; or

(b) a complaint or request relating to the Provider’s obligations under the DPA.

5.1.4 The provisions of this Clause shall apply during the Contract Period and indefinitely after its expiry.

5.2 **Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989**

5.2.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:-

(a) the Official Secrets Acts 1911 to 1989; and

(b) Section 182 of the Finance Act 1989.

5.2.2 In the event that the Supplier or its Staff fail to comply with this Clause, the Provider reserves the right to terminate the Contract by giving notice in writing to the Supplier.

5.3 **Confidential Information**

5.3.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

(a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

(b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

5.3.2 Clause 5.3.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 5.4 (Freedom of Information);

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

(e) it is independently developed without access to the other Party's Confidential Information.

5.3.3 The Supplier may only disclose the Provider's Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

5.3.4 The Supplier shall not, and shall procure that its Staff do not, use any of the Provider’s Confidential Information received otherwise than for the purposes of this Contract.

5.3.5 At the written request of the Provider, the Supplier shall procure that those members of the Staff identified in the Provider's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.

5.3.6 Nothing in this Contract shall prevent the Provider from disclosing the Supplier's Confidential Information:

(a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or 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 Crown Body or any Contracting Authority;

(b) to any consultant, contractor or other person engaged by the Provider or any person conducting an Office of Government Commerce gateway review;

(c) for the purpose of the examination and certification of the Provider's accounts;

(d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Provider has used its resources.

5.3.7 The Provider shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause 5.3.6 is made aware of the Provider's obligations of confidentiality.

5.3.8 Nothing in this clause 5.3 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

5.4 **Freedom of Information**

5.4.1 The Supplier acknowledges that the Provider is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Provider to enable the Provider to comply with its Information disclosure obligations.

5.4.2 The Supplier shall and shall procure that its Sub-Contractors shall:

(a) transfer to the Provider all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

(b) provide the Provider with a copy of all Information in its possession, or power in the form that the Provider requires within five Working Days (or such other period as the Provider may specify) of the Provider's request; and

(c) provide all necessary assistance as reasonably requested by the Provider to enable the Provider to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

5.4.3 The Provider shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

5.4.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Provider.

5.4.5 The Supplier acknowledges that the Provider may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services:

(a) in certain circumstances without consulting the Supplier; or

(b) following consultation with the Supplier and having taken their views into account;

(c) provided always that the Provider shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

5.4.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Provider to inspect such records as requested from time to time.

5.4.7 The Supplier acknowledges that the Commercially Sensitive Information listed in schedule 7 of the Framework Agreement is of indicative value only and that the Provider may be obliged to disclose it in accordance with clause 5.4.5. The Supplier also acknowledges that nothing in this Contract will override the right of the Authority under the Framework Agreement to disclose Management Information (as defined in the Framework Agreement)

5.5 **Publicity, Media and Official Enquiries**

5.5.1 The Supplier shall not make any press announcements or publicise the Contract in any way without the Provider's prior Approval and shall take reasonable steps to ensure that its servants, employees, agents, Sub-Contractors, suppliers, professional advisors and consultants comply with this Clause.

5.5.2 The Provider shall be entitled to publicise the Contract in accordance with any legal obligation upon the Provider, including any examination of the Contract by the Auditor.

5.5.3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Provider or bring the Provider into disrepute.

5.6 **Security**

5.6.1 The Provider shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Provider while on the Premises and shall ensure that all Staff comply with such requirements.

5.6.2 The Provider shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.

5.7 **Intellectual Property Rights**

5.7.1 Save as granted elsewhere under the Contract, neither the Provider nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing IPR.

5.7.2 The Supplier shall not, and shall procure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Provider Pre-Existing IPR or the Project Specific IPR to any third party.

5.7.3 All title to and all rights and interest in the Project Specific IPR shall vest in the Provider. The Supplier hereby assigns to the Provider, with full title guarantee, title to and all rights and interest in the Project Specific IPR and/or shall procure that the first owner of the Project Specific IPR also does so.

5.7.4 The assignment under Clause 5.7.3 shall either take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPR, as appropriate.

5.7.5 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Provider under the Contract.

5.7.6 If requested to do so by the Provider, the Supplier shall without charge to the Provider execute all documents and do all such further acts as the Provider may require to perfect the assignment under Clause 5.7.3 or shall procure that the owner of the Project Specific IPR does so on the same basis.

5.7.7 The Provider hereby grants to the Supplier a non-exclusive, revocable, non assignable licence to use the Provider Pre-Existing IPR and the Project Specific IPR during the Contract Period for the sole purpose of enabling the Supplier to provide the Services.

5.7.8 The Supplier will notify the Provider if the Provider is required to enter into a direct licence of Intellectual Property Rights with a third party in order for the Supplier to deliver the Services in accordance with the terms of this Contract. The Provider reserves the right to refuse to sign such licence if it does not agree with any of its terms or if it will incur any additional charges as a result.

5.7.9 Subject to clause 5.7.8, the Supplier will be solely responsible for procuring and complying with any third party licences of Intellectual Property Rights it requires in order to deliver the Services in accordance with the terms of this Contract.

5.7.10 The Supplier shall, during and after the Contract Period, indemnify and keep indemnified and hold the Provider and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Provider or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Services infringes or allegedly infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:-

(a) items or materials based upon designs supplied by the Provider; or

(b) the use of data supplied by the Provider which is not required to be verified by the Supplier under any provision of the Contract.

5.7.11 The Provider shall notify the Supplier in writing of the Claim and the Provider shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:-

(a) shall consult the Provider on all substantive issues which arise during the conduct of such litigation and negotiations;

(b) shall take due and proper account of the interests of the Provider; and

(c) shall not settle or compromise the Claim without the Provider's prior Approval (not to be unreasonably withheld or delayed).

5.7.12 If a Claim is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall immediately notify the Provider and, at its own expense and subject to the consent of the Provider (not to be unreasonably withheld or delayed), use its best endeavours to:-

(a) modify the relevant part of the Services without reducing the performance or functionality of the same, or substitute alternative services or deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified services or to the substitute services; or

(b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Provider;

and in the event that the Supplier is unable to comply with Clauses 5.7.12(a) or 5.7.12(b) within 20 Working Days of receipt of the Supplier's notification the Provider may terminate the Contract with immediate effect by notice in writing and the Supplier shall, upon demand, refund the Provider with all monies paid in respect of the Services that is subject to the Claim.

5.7.13 In the event that a modification or substitution in accordance with Clause 5.7.12(a) is not possible so as to avoid the infringement, or the Supplier has been unable to procure a licence in accordance with Clause 5.7.12(b) the Provider shall be entitled to delete the relevant Service from the Contract.

5.7.14 This Clause 5.7 sets out the entire financial liability of the Supplier with regard to the infringement of any Intellectual Property Right as a result of the provision of the Services hereunder. This shall not affect the Supplier's financial liability for other Defaults or causes of action that may arise hereunder.

5.8 **Records and Audit Access**

5.8.1 The Supplier shall keep and maintain until six (6) years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Call-Off Contracts entered into with the Contracting Authority and the amounts paid by each Contracting Authority.

5.8.2 The Supplier shall keep the records and accounts referred to in Clause 5.8.1 above in accordance with good accountancy practice.

5.8.3 The Supplier shall, on reasonable request, afford the Provider, the Provider's representatives and/or the Auditor such access to such records and accounts as may be required by the Provider from time to time.

5.8.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Period and for a period of 6 years after the expiry of the Contract Period to the Provider and the Auditor.

5.8.5 The Provider shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services, save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Provider.

5.8.6 Subject to the Provider's rights of Confidential Information, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each audit, including:-

(a) all information requested by the Provider within the scope of the audit;

(b) reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and

(c) access to Staff.

5.8.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 5.8, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Provider for the Provider's reasonable costs incurred in relation to the audit.

6. CONTROL OF THE CONTRACT

6.1 Transfer and Sub-Contracting

6.1.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract.

6.1.2 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

6.1.3 Where the Provider has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Provider, be sent by the Supplier to the Provider as soon as reasonably practicable.

6.1.4 Subject to Clause 6.1.6, the Provider may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:-

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Provider; or

(c) any private sector body which substantially performs the functions of the Provider,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

6.1.5 Any change in the legal status of the Provider such that it ceases to be a Contracting Authority shall not, subject to Clause 6.1.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Provider.

6.1.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 6.1.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Provider such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as "**the Transferee**"):-

(a) the rights of termination of the Provider in Clauses 8.1 (Termination on insolvency and change of control) and 8.2 (Termination on Default) shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.

6.1.7 The Provider may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Provider shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.

6.1.8 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

6.2 Waiver

6.2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

6.2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 1.7 (Notices).

6.2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

6.3 Variation

6.3.1 Subject to the provisions of this Clause 6.3, the Provider may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".

6.3.2 The Provider may request a Variation by completing and sending the Variation form attached at Appendix 1 (**"the Variation Form"**) to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.

6.3.3 In the event that the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Service Fee, the Provider may:-

(a) agree to continue to perform their obligations under the Contract without the Variation; or

(b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 9.2.

6.3.4 If the Parties agree the Variation and any variation in the Service Fee, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

6.4 **Severability**

6.4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

6.4.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Provider and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

6.5 **Remedies in the event of inadequate performance**

6.5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Provider shall take all reasonable steps to investigate the complaint. The Provider may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 8.2 (Termination on Default) of the Contract.

6.5.2 In the event that the Provider is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Provider may, without prejudice to its rights under Clause 8.2 (Termination on Default), do any of the following:-

(a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Provider

that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;

(b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Service Fee shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

(c) terminate, in accordance with Clause 8.2 (Termination on Default), the whole of the Contract; and/or

(d) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Provider (including any reasonable administration costs) in respect of the supply of any part of the Services by the Provider or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Provider uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

6.5.3 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Provider shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Provider's instructions or such other period of time as the Provider may direct.

6.5.4 In the event that the Supplier:-

(a) fails to comply with Clause 6.5.3 above and the failure is materially adverse to the interests of the Provider or prevents the Provider from discharging a statutory duty; or

(b) persistently fails to comply with Clause 6.5.3 above;

the Provider may terminate the Contract with immediate effect by giving the Supplier notice in writing.

6.6 **Cumulative Remedies**

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

6.7 **Monitoring of Contract Performance**

The Supplier shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

6.8 **Extension of Initial Contract Period**

Subject to satisfactory performance of its obligations under the Contract by the Supplier during the Initial Contract Period, the Provider may, by giving written notice to the Supplier not less than two Month(s) prior to the last day of the Initial Contract

Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

7. LIABILITIES

7.1 Liability, Indemnity and Insurance

7.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:-

(a) death or personal injury caused by its negligence;

(b) Fraud or fraudulent misrepresentation;

(c) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

(d) any claim under Clause 7.3; or

(e) any claim under the indemnity in Clause 5.7.10.

7.1.2 Subject to Clause 7.1.3 and Clause 7.1.4 the Supplier shall indemnify and keep indemnified the Provider in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Provider or by breach by the Provider of its obligations under the Contract.

7.1.3 Subject always to Clause 7.1.1 and Clause 7.1.4, the liability of either Party for Defaults shall be subject to the following financial limits:-

(a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed £5,000,000; and

(b) the annual aggregate liability under the Contract of either Party for all Defaults shall in no event exceed 100 per cent of the Service Fee payable by the Provider to the Supplier in the year in which the liability arises.

7.1.4 Subject to Clause 7.1.1, in no event shall either Party be liable to the other for any:-

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect or consequential loss or damage.

7.1.5 The Provider may, amongst other things, recover as a direct loss:-

(a) any additional operational and/or administrative expenses arising from the Supplier's Default;

(b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Provider arising from the Supplier's Default; and

(c) the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier.

7.1.6 Nothing in the Contract shall impose any liability on the Provider in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Provider to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Provider, or the Provider's employees, servants or agents.

7.1.7 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

7.1.8 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

7.1.9 The Supplier shall give the Provider, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

7.1.10 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Provider may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

7.1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 7.1.2.

7.2 Professional Indemnity

The Supplier shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services do the same.

Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

7.3 **Taxation, National Insurance and Employment Liability**

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Provider and keep the Provider indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Provider is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

7.4 **Warranties and Representations**

7.4.1 The Supplier warrants and represents that:-

(a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;

(b) the Contract is executed by a duly authorised representative of the Supplier;

(c) in entering the Contract it has not committed any Fraud;

(d) as at the Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Provider prior to execution of the Contract and it will advise the Provider of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

(e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;

(f) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;

(g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

(h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

(i) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

(j) in the three (3) years prior to the date of the Contract:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(k) it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

8. DEFAULT, DISRUPTION AND TERMINATION

8.1 Termination on insolvency and change of control

8.1.1 The Provider may terminate the Contract with immediate effect by giving notice in writing where the Supplier is a company and in respect of the Supplier:-

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

(c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

(g) being a "small company" within the meaning of Section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(h) any event similar to those listed in Clause 8.1.1(a) – 8.1.1(g) occurs under the law of any other jurisdiction.

8.1.2 The Provider may terminate the Contract with immediate effect by notice in writing where the Supplier is an individual and:-

(a) an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or

(b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or

(c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

(d) the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or

(e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days; or

(f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

(g) the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

8.1.3 The Supplier shall notify the Provider immediately if the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Provider may terminate the Contract by notice in writing with immediate effect within six months of:-

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Provider becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

8.2 **Termination on Default**

8.2.1 The Provider may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and if:-

(a) the Supplier has not remedied the Default to the satisfaction of the Provider within ten (10) Working Days, or such other period as may be specified by the Provider, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the opinion of the Provider, capable of remedy; or

(c) the Default is a material breach of the Contract; or

(d) the Supplier's Accreditation lapses or is removed or suspended for any reason.

8.2.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Provider in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

8.2.3 If the Provider fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Provider in writing of such failure to pay. If the Provider fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Provider exercising its rights under Clause 3.3 (Recovery of Sums Due).

8.3 **Break [Optional]**

[The Provider shall have the right to terminate the Contract at any time by giving [ ] Months' written notice to the Supplier.]

8.4 **Framework Agreement**

The Provider may terminate the Contract by giving written notice to the Supplier with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

8.5 **Consequences of Expiry or Termination**

8.5.1 On any termination or expiry of this Contract the Supplier and the Provider shall comply with their obligations under Appendix 2 ("Exit Management) and the Exit Plan.

8.5.2 Where the Provider terminates the Contract under Clause 8.2 (Termination on Default) and then makes other arrangements for the supply of Services, the Provider may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Provider throughout the remainder of the Contract Period. The Provider shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Clause 8.2 (Termination on Default), no further payments shall be payable by the Provider to the Supplier until the Provider has established the final cost of making those other arrangements.

8.5.3 Subject to Clause 7, where the Provider terminates the Contract under Clause 8.3 (Break), the Provider shall indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause 8.3 (Break).

8.5.4 The Provider shall not be liable under Clause 8.5.3 to pay any sum which:-

(a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

(b) when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period.

8.5.5 Save as otherwise expressly provided in the Contract:-

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Provider or the Supplier under Clauses 3.2 (Payment and VAT), 3.3 (Recovery of Sums Due), 4.1 (Prevention of Corruption), 5.1 (Data Protection Act), 5.2 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 5.3 (Confidential Information), 5.4 (Freedom of Information), 5.7 (Intellectual Property Rights), 5.8 (Records and Audit Access), 6.6 (Cumulative Remedies), 7.1 (Liability, Indemnity and Insurance), 7.2 (Professional Indemnity), 8.5 (Consequences of Expiry or Termination), 8.7 (Recovery upon Termination) and 9.1 (Governing Law and Jurisdiction).

8.6 Disruption

8.6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Provider, its employees or any other Supplier employed by the Provider.

8.6.2 The Supplier shall immediately inform the Provider of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

8.6.3 In the event of industrial action by the Staff, the Supplier shall seek the Provider's Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.

8.6.4 If the Supplier's proposals referred to in Clause 8.6.3 are considered insufficient or unacceptable by the Provider acting reasonably then the Contract may be terminated with immediate effect by the Provider by notice in writing.

8.6.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Provider, an appropriate allowance by way of extension of time will be approved by the Provider. In addition, the Provider will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

8.7 Recovery upon Termination

8.7.1 On the termination of the Contract for any reason, the Supplier shall:

(a) immediately return to the Provider all Confidential Information, Personal Data and Provider's Pre-Existing IPR and the Project Specific IPR in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;

(b) assist and co-operate with the Provider to ensure an orderly transition of the provision of the Services to the Replacement Supplier including the collection and processing of all Patient Questionnaire outstanding at the date of termination in accordance with the timetable agreed with the Provider .

(c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Provider for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Provider or the Replacement Supplier to conduct due diligence.

8.7.2 If the Supplier fails to comply with clause 8.7.1 (a), the Provider may recover possession thereof and the Supplier grants a licence to the Provider or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors where any such items may be held.

8.7.3 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under clause 8.7.1 (b) and (c) free of charge. Otherwise, the Provider shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

8.7.4 At the end of the Contract Period (howsoever arising) the licence granted pursuant to Clause 5.7.7 shall automatically terminate without the need to serve notice.

8.8 Force Majeure

8.8.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.

8.8.2 Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

8.8.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to, or is likely to give rise to, any such failure or delay on its part as described in Clause 8.8.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

9. DISPUTES AND LAW

9.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and subject to the provisions of 9.2 below, the Parties submit to the exclusive jurisdiction of the English courts and agree that the Contract is to be governed exclusively by and construed under English law.

9.2 Dispute Resolution

9.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

9.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

9.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 9.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 9.2.5 unless:

(a) the Provider considers that the dispute is not suitable for resolution by mediation; or

(b) the Supplier does not agree to mediation.

9.2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.

9.2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-

(a) a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to [specify relevant mediation authority, eg the Centre for Effective Dispute Resolution] to appoint a Mediator;

(b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from specify relevant mediation authority to provide Procurement Guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

(f) if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

APPENDIX 1

VARIATION FORM

Call-Off Terms And Conditions For Services

[Name of Lot**] ……**

No of Order Form being varied:……

Variation Form No:……

BETWEEN:

[ ] ("**the Provider"**)

and

[ ] (**"the Supplier"**)

1. The Order is varied as follows: [list details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Provider

Signature .....

Date .....

Name in Capitals .....

Address .....

.....

Authorised to sign for and on behalf of the Supplier

Signature .....

Date .....

Name in Capitals .....

Address .....

.....

APPENDIX 2

EXIT MANAGEMENT

1 OVERVIEW

1.1 The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Provider and/or any Replacement Supplier in the event of termination or expiry of this Contract. This schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.

2 CONTRACT LIFE OBLIGATIONS

2.1 The Supplier shall ensure that its employees, agents and sub-contractors comply with this schedule. The parties will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this schedule and each party's compliance with it.

3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

3.1 Subject to paragraph 3.2 of this appendix, on reasonable notice, the Supplier shall provide to the Provider and/or (subject to the potential Replacement Supplier entering into reasonable written confidentiality undertakings) to its potential Replacement Supplier, the following material and information in order to facilitate the preparation by the Provider of any invitation to tender and/or to facilitate any potential Replacement Supplier undertaking due diligence:

3.1.1 details of the Service(s);

3.1.2 an inventory of Provider Data in the Supplier's possession or control;

3.1.3 [*additional information to be included as agreed between the Provider and the Supplier*].

3.2 The Supplier shall not be required to comply with the provisions of paragraph 3.1 before service of a notice to terminate this Contract or in the period which is more than three months before the expiry of the Contract Period.

4 EXIT PLAN

4.1 The Supplier will, within one month of the Provider’s request for the same, deliver to the Provider an Exit Plan which sets out the Supplier's proposed methodology for achieving an orderly transition of Services from the Supplier to the Provider and/or its Replacement Supplier on the expiry or termination of this Contract and which complies with the requirements set out in paragraphs 4.2 and 4.3 below. The parties shall meet and use their respective reasonable endeavours to agree the terms of the Exit Plan as soon as possible and, in any event, before the date that Exit Services are required to start.

4.2 The Exit Plan shall:

4.2.1 document how the Services will transfer to the Replacement Supplier and/or the Provider, including details of the processes, documentation, and data transfer;

4.2.2 specify the scope of the Exit Services that may be required for the benefit of the Provider and any charges (in the form of a fixed fee) that would be payable for the provision of such Exit Services (which shall not in any event exceed the Outgoing Transition Payment) and detail how such services will be provided (if required), during the Exit Period; and

4.2.3 provide a timetable and identify critical issues for providing the Exit Services.

5 EXIT SERVICES

5.1 During the Exit Period or such shorter period as the Provider may require, the Supplier will continue to provide the Services in accordance with the Specification in addition to providing the Exit Services.

5.2 During the Exit Period, the Supplier will, in addition to providing the Services and the Exit Services, provide to the Provider any reasonable assistance requested by the Provider to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Provider and/or its Replacement Supplier..

5.3 Without prejudice to the generality of clause 5.2 above the Supplier will ensure that all Q2s outstanding at the date of termination or expiry of this Contract are collected and processed in accordance with the Specification as part of the Exit Plan

5.4 The Supplier shall comply with all of its obligations contained in the agreed Exit Plan

5.5 At the end of the Exit Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Exit Services and its compliance with the other provisions of this schedule) the Supplier will erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Period all Provider Data.

5.6 Each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or Exit Services.

Except where this Contract or the Framework Agreement provides otherwise, all licences, leases and authorisations granted by the Provider to the Supplier in relation to the Services shall be terminated with effect from the end of the Exit Period.