

**Service Provider Agreement
NHS Health Check Programme**

SERVICE PROVIDER DETAILS	
NAME :	
ADDRESS :	
POSTCODE :	
TELEPHONE :	
FAX :	
PAYMENT DETAILS ACCOUNT NO. :	
SERVICE PROVIDER CONTACT NAME:	
E-MAIL ADDRESS :	

INSERT THE SPECIFIC SERVICE PROVIDER PHARMACIES USING THE TABLE ON THE CONTINUATION SHEET ON NEXT PAGE AND INSERT SERVICE DETAILS INTO SCHEDULE 1

By executing this document, the Service Provider agrees to the Terms and Conditions attached to this Service Provider Agreement.

By and on behalf of **Lloyds Pharmacy Limited (Service Manager):** By and on behalf of the **Service Provider**

Signature: _____
Print name: _____
Title: _____
Date: _____

Signature: _____
Print name: _____
Title: _____
Date: _____

Signature: _____
Print name: _____
Title: _____
Date: _____

Signature: _____
Print name: _____
Title: _____
Date: _____

UPON SIGNATURE PLEASE RETURN TO Stephanie Harris, Health Care Solutions, LLOYDS PHARMACY LIMITED, SAPPHIRE COURT, PARADISE WAY, WALSGRAVE TRIANGLE, COVENTRY, CV2 2TX or by e-mail to somersethealthchecks@lloydspharmacy.co.uk

Continuation Sheet

TRADING NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	POSTCODE	SAP	NSP

1. Introduction

1.1 These terms and conditions are expressly incorporated into the contract made between the Service Provider and the Service Manager for the provision of the Services ("the Contract" or "the Agreement"), including the attached Specification of Services and any further variations to the Contract in accordance with these terms and conditions.

1.2 Except as expressly provided by these terms and conditions, no variation to these terms and conditions shall have any effect unless expressly agreed in writing and signed by a duly authorised representative of each of the parties.

1.3 The Service Provider's attention is in particular drawn to the provisions of clause 14.

2. Definitions and Interpretation

2.1 "Service Manager" means Lloyds Pharmacy Limited (Company Number 758153) whose registered office is at Sapphire Court, Walsgrave Triangle, Coventry CV2 2TX;

2.2 "Intellectual Property Rights" means any patent, registered design, copyright, database right, design right, topography right, trademark, service mark, application to register any of the aforementioned rights, trade secret, right in patented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world of either party and relating to any aspect of their respective businesses;

2.3 "Main Contract" means the agreement between the Service Manager and its client; under which the Service Manager is contracted to provide (or procure the provision of) services similar to the Services.

2.4 "Medication" means the particular drug or method of treatment (if any) prescribed by a Prescriber and set out in a Prescription, to be dispensed by the Provider (or where the context requires has been dispensed by the Provider) to a Patient for their personal use in connection with the provision of the Services;

2.5 "Opening Hours" means the standard opening hours for each Pharmacy and any other times as agreed between the parties in writing from time to time;

2.6 "Patient" means a patient of the Service Manager who attends a Pharmacy in respect of whom Medication has been prescribed;

2.7 "Pharmacy" means the Service Provider's Pharmacy specified in the continuation sheet to this Agreement and operated by the Service Provider; "Pharmacies" shall be construed accordingly;

2.8 "Prescription" means any prescription for Medication for a Patient, which is issued or created by a prescriber;

2.9 "Service Provider" means the person, firm or company set out at the start of this Contract;

2.10 "Service(s)" means the non-exclusive services to be provided by the Service Provider in relation to the NHS Health Check Programme as more particularly described in the service specification attached at Schedule 1 as may be amended from time to time in accordance with this Contract ("Service Specification")

2.11 "Service Charge Fee" has the meaning given to it in the Service Specification (or as otherwise varied in accordance with this Contract) as relevant to the applicable Services under the Contract;

2.12 "Commencement Date" means 1 April 2015

2.13 Words denoting the male, female or neuter genders shall include all other genders and words denoting the singular shall include the plural and vice versa;

2.14 References in this Agreement to a "Schedule" "Appendix" or to a "clause" are to schedules, appendices to, and clauses of, this Agreement;

2.15 The headings are for convenience only and shall not affect the interpretation of this Agreement; and

3. Application of Conditions

3.1 No terms or conditions endorsed on, delivered with or contained in the Service Provider's purchase order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Service Provider's documentation.

4. Service Provider Obligations

4.1 The Service Provider shall provide the Services to the Service Manager with reasonable skill and care; in accordance with the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of business as the Supplier under the same or similar circumstances; and in accordance with all applicable laws.

4.2 The Service Provider shall comply with such legislation, regulations, guidelines and industry standard methods of pharmaceutical practice as may be applicable to the Services together with any policies of the Service Manager from time to time. These may include, but shall not be limited to, regulations and guidance from the Royal Pharmaceutical Society of Great Britain (RPSGB), the Medicines and Healthcare

Products Regulatory Agency (MHRA), the Care Quality Commission (CQC) and the Department of Health, including the National Patient Safety Agency (NPSA), as appropriate in each case.

4.3 The Service Provider shall provide the Services in accordance with this Contract and the Service Specification or (where the Service Specification is silent in relation to any element of the Services) its standard operating procedures (which it shall supply to the Service Manager immediately on request), and in this regard the Service Provider shall also be responsible for:

4.3.1 the dispensing and delivery (if required) of any Medication required for the provision of the Services;

4.3.2 the supply of any Medication; and

4.3.3 complying with any policy or procedure notified to the Service Provider by the Service Manager from time to time as regards the provision of the Services.

4.4 Subject to compliance by the Service Manager with clause 4.3, immediately on receipt by the Pharmacy of any Prescription directly from the Patient or the request for provision of Services by the Patient (as applicable), the Service Provider shall assume all liability for the supply and delivery (if required) of any Medication and the provision of the Services.

4.5 The Service Provider shall:

4.5.1 engage sufficient personnel to carry out the Services in accordance with this Contract;

4.5.2 ensure that all of its personnel who are engaged in the provision of the Services:

(i) shall be sufficiently skilled and experienced to carry out their duties;

(ii) are adequately supervised;

(iii) shall comply with such registration, continuing professional development and training requirements or recommendations from time to time issued by the GPhC in relation to such personnel; and

(iv) shall complete any relevant training notified by the Service Manager from time to time to meet appropriate standards of care relevant to the Services and provide such records to the Service Manager upon request;

4.5.3 remove immediately (without liability to the Service Manager) from the performance of the Services any personnel involved in the delivery of the Services whose involvement the Service Manager considers detrimental to the provision of the Services.

4.6 The Service Provider shall notify the Service Manager in writing of any changes to its licensed (MHRA) or registration (GPhC/RPSGB/CQC) status or any other matter that would affect the delivery or the quality of Services, for example failure to attain a suitable score in an audit process, including CQC inspections.

4.7 The Pharmacies shall be open during the Opening Hours.

5. Service Manager Obligations

5.1 The Service Manager will pay the Service Provider for the Services in accordance with clause 9.

5.2 The parties may agree from time to time, as to what assistance the Service Manager can provide to the Service Provider in connection with the provision of the Services.

6. Contract Management

6.1 The Service Provider shall appoint and maintain a named liaison officer who shall be the primary point of contact for the Service Manager in relation to matters arising from this Contract.

6.2 Each party shall procure that its representatives shall attend review meetings as required by the Service Manager from time to time to review the performance of the Service Provider under this Contract and to discuss matters arising generally in connection with the provision of the Services.

6.3 The Service Provider shall compile and maintain such information, records and reports (which may be paper-based or stored electronically) as may be set out in the Service Specification or which the Service Manager may otherwise reasonably require from time to time and make such records available upon reasonable request so that the Service Manager is able to monitor and evaluate the provision and performance of the Services.

6.4 The Service Provider shall operate open book accounting for the Services so that specific accounting and other data is accessible to the Service Manager upon request.

6.5 The Service Provider shall have in place at the Commencement Date a robust business continuity plan that allows for the continued delivery of the Services following an emergency or disruptive occurrence and shall make such business continuity plan available to the Service Manager upon request.

- 6.6 The Service Manager may upon notice in writing inspect, audit and monitor the provision of the Services by the Service Provider at its Pharmacies and any other premises.
- 6.7 The Service Provider will immediately bring to the attention of the Service Manager any areas of concern raised by any independent inspection of the Service Provider and shall supply the Service Manager with a copy of the latest report of any independent inspector and any associated improvement plan.

7. Safeguarding Vulnerable Adults and Children

- 7.1 The parties acknowledge that the Service Provider is a Regulated Activity Provider within the meaning of the Safeguarding Vulnerable Groups Act 2006 (SVGA) and shall have in place appropriate policies to comply with the (SVGA) and this clause 7 which comply with any policies set out in the Service Specification or issued by the Service Manager from time to time.
- 7.2 The Service Provider shall ensure that all individuals are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate; and monitor the level and validity of the checks for each member of staff.
- 7.3 The Service Provider shall not use the services of any person who is barred from, or whose previous conduct or records indicate they are unsuitable to carry out Regulated Activity within the meaning of the Safeguarding Vulnerable Groups act 2006.
- 7.4 The Service Provider shall immediately notify the Service Manager of any information that it requests to enable it to be satisfied that the obligations of this clause 7 have been met.
- 7.5 The Rehabilitation of Offenders Act 1974 does not apply and therefore all persons engaged by the Service Provider are required to declare any previous convictions. The clearances in this clause 7 shall be obtained at least once every three (3) years and other such situations as appropriate.

8. Duration and Termination

- 8.1 This Contract shall commence on the Commencement Date and unless terminated earlier in accordance with the terms of this Contract shall continue until 31 March 2018 ("Initial Term") after which this Contract shall automatically terminate unless the Service Manager notifies the Service Provider that it wishes to extend the Initial Term (or any extension thereof) accordance with the provisions of Clauses 8.2 and/or 8.3, below.
- 8.2 The Service Manager may notify the Service Provider in writing at any time prior to the expiry of the Initial Term that it wishes to extend the Initial Term for a period of 12 months to 31 March 2019 ("the Further Term").
- 8.3 The Service Manager may notify the Service Provider in writing at any time prior to the expiry of the Further Term that it wishes to extend the Further Term for an additional period of 12 months to 31 March 2020 at which point after which this Contract shall automatically terminate; unless otherwise agreed between the parties in writing.
- 8.4 Either party may (without prejudice to its other rights or remedies) immediately terminate this Agreement (either in its entirety or in relation to any one or more Pharmacies) by notice in writing to the other party if the other:
- 8.4.1 commits a material breach (which is incapable of remedy); or
- 8.4.2 commits a material breach (which is capable of remedy) of any of its obligations under this Agreement and does not remedy such breach within 10 days after written notice has been given to it by the other requiring such remedy or in the case of a breach by the Service Provider, such shorter period as specified by the Service Manager in the notice where the Service Manager is satisfied, acting reasonably, that such shorter period is necessary to protect the safety of the Patients; or
- 8.4.3 becomes insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
- 8.5 The Service Manager may serve notice in writing on the Service Provider suspending or terminating this Contract (or any part of the Services) forthwith or with effect from such date as may be specified in the notice if
- 8.5.1 the Service Manager has suffered financial loss as a result of this Contract or the Service Manager considers that it is at risk of financial loss, if the Contract is not terminated;
- 8.5.2 there is a change of control of the Service Provider or the Service provider has breached Clause 19.1;
- 8.5.3 where the Service Manager has received notice suspending or terminating the Main Contract in whole or in part SAVE THAT, where this Clause 8.5.3 applies, the Service Manager shall provide the Service Provider with as much notice of such suspension or termination as is reasonably practicable in the circumstances;
- 8.5.4 following any period of suspension, the Service Manager shall be entitled (but not obliged) to require the Service Manager to resume the provision of the Services on reasonable prior notice.

- 8.6 The Service Manager may terminate this Contract without cause (and without liability to the Service Provider) in whole or in relation to any one of the Services upon three (3) months' prior written notice to the Service Provider.

- 8.7 The termination of this Contract for whatever reason shall not affect any rights or obligations of either party which accrued prior to such termination

- 8.8 The termination of this Agreement shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such termination.

- 8.9 If the Service Provider commits a breach of this Contract which is capable of remedy, the Service Manager may elect not to terminate this Contract without first requesting a remediation plan which the Service Provider shall supply in five days of receipt of notice of breach from the Service Manager. The Service Provider shall put into effect the remediation plan within 5 days of agreement of such plan by the Service Manager or if the plan is not agreed within 20 days of first notice from the Service Manager about such breach the Service Manager may immediately terminate this Contract

- 8.10 The Service Manager shall not be liable to the Service Provider for any delay or failure to perform its obligations under this Contract where there is a corresponding delay or failure by its client to perform its obligations under the Main Contract; provided that the Service Manager takes all reasonable steps to pursue its rights under the Main Contract.

- 8.11 Upon termination or expiry of this Contract for any reason the provisions of clauses 2, 8, 12, 13, 14, 17, 18, and 25 shall continue in force without limit of time.

9. Payment

- 9.1 The Service Provider will invoice the Service Manager monthly in arrears by the fifth day of the month for Services provided in the preceding month and in the format specified by the Service Manager (which may include electronic invoicing). The Services Provider shall not be entitled to invoice for the cost of any Medication or equipment which it shall provide on its own account.

- 9.2 The Service Manager will pay a correctly rendered and undisputed invoice, submitted in accordance with clause 9.1 above, by the end of the month. Except as provided in Clause 9.6, all sums payable to the Service Provider shall be paid without any set-off, lien, equity, counterclaim or other similar right or claim or, in the case of any disputed amount, as agreed or determined in accordance with the disputes procedure.

- 9.3 If any sum is not paid by the due date the Service Provider will be entitled to charge interest at the rate of 3% per annum above the base rate of the Bank of England for the time being in respect of the period for which invoices remain unpaid (commencing on the day after the due date), such interest being deemed to accrue on a day-to-day basis.

- 9.4 The Service Manager shall notify the Service Provider of any amounts which it disputes on the relevant invoice. Any undisputed amount shall be payable in accordance with the provisions of clause 9.2. All disputes with regards to invoices will be dealt with in accordance with the provisions of Clause 12.

- 9.5 The Service Provider shall be entitled to vary the Service Charge Fee in line with the terms of the Main Contract but will provide as much prior notice to the Service Provider as may be reasonably practicable in the circumstances.

- 9.6 The Service Manager is entitled to reclaim any overpayment by means of set off, reduction in future payments or, if this Contract has expired or terminated, by raising an invoice for settlement within 30 days of the date thereof.

10. Insurance

- 10.1 The Service Provider will obtain and maintain adequate insurance (which shall include, but not be limited to, Employers Liability, Public Liability, Business Interruption and Professional Indemnity cover) to cover the provision of the Services and its liabilities under this Contract throughout the period of this Contract with cover to the extent of at least £10,000,000 (Ten Million Pounds) per annum with a reputable insurer on the market place in respect of the provision of the Services and will provide the Service Manager with adequate evidence of such insurance policies on request.

11. Equipment

- 11.1 All equipment and materials owned or hired or leased by or on loan to the Service Provider other than that provided by the Service Manager and used in the performance of the Services shall be at the risk of the Service Provider.

- 11.2 All equipment and materials owned or hired or leased by or on loan to the Service Provider other than that provided by the Service Manager and used in the performance of the Services shall be maintained by the Service Provider in accordance with the manufacturer's recommendations and all applicable laws and in any event should be in a suitable condition for use in the provision of the Services.

12. Dispute Resolution

- 12.1 In the case of a dispute arising out of or in connection with this Contract the Service Provider and the Service Manager shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and follow the procedure in clause 12.2 before commencing court proceedings.

12.2 In the event that any dispute proves incapable of being resolved within 30 days of the first communication referred to in Clause 12.1, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or any other model mediation procedure as agreed by the parties. To initiate mediation, a party may give notice in writing (a Mediation Notice) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the parties asking them to nominate a Mediator. The parties will cooperate with any person appointed as Mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination, such costs shall be shared equally.

12.3 The dispute procedure under this Clause 12 does not affect either party's right to terminate this Contract in accordance with the termination provisions of this Contract or to issue legal proceedings.

13 TUPE

13.1 It is not intended that any contract of employment of any employee of the Service Manager existing at the Commencement Date or vice versa on the termination or expiry of this Contract ("Employees"), shall transfer to the Service Provider pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") as a result of this Contract.

13.2 In the event that any Service Provider Employees are transferred to the Service Manager by virtue of TUPE as a result of this Contract the Service Provider shall indemnify the Service Manager against all and any costs, losses, expenses, damages, demands, penalties, orders or awards suffered or incurred by the Service Manager by reason of any claim or demand of whatever nature made at any time by any Service Provider Employee or a representative of such person, arising out of or in connection with any act, omission, breach, default or obligation of the Service Provider from the Commencement Date or any failure of the Service Provider to comply with TUPE.

13.3 Where TUPE applies on the termination or expiry of this Contract (the "Expiry Date") the Service Provider shall, within 14 days of being requested, provide to the Service Manager such information as required by TUPE relating to all employees of the Service Provider who are or would be transferring under the TUPE. The Service Manager may terminate, or procure that any replacement supplier may terminate, the employment of any such Employee in accordance with all applicable laws and any redundancy payments made to any such Employee shall be at the statutory minimum. The Service Provider shall indemnify the Service Manager in full for and against all losses incurred or suffered by the Service Manager (whether directly or through an indemnity given to a third party) and/or any replacement supplier arising out of or in connection with the employment and/or termination of any such Employee.

14. Liability

14.1 Nothing in this Contract shall exclude or limit the liability of either party for death or personal injury caused by the act, omission or negligence of that party or for fraud or fraudulent misrepresentation.

14.2 The Service Provider shall indemnify the Service Manager against all liabilities, costs, expenses, damages, losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) (each a "Claim") suffered or incurred by the Service Manager arising out of or in connection with:

14.2.1 the Service Provider's breach or negligent performance or non-performance of this Contract;

14.2.2 any claim made against the Service Manager for actual or alleged infringement of a third party's Intellectual Property Rights;

14.2.3 any claim made against the Service Manager by a third party for death, personal injury or damage to property arising out of the Service Provider's performance of this Contract, to the extent that the default is attributable to the acts or omissions of the Service Provider or its employees or agents.

15. Notice

15.1 Any notice required to be given by either party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery to the address of the parties aforementioned. Notification shall be acknowledged by the recipient.

15.2 A notice shall be treated as having been received:

15.1.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours;

15.1.2 if sent by first class recorded delivery mail on a normal business day, at 9.00 am on the second business day after posting; or, if the notice was not posted on a business day, at 9.00 am on the third business day after posting.

16. Complaints

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

16.2 The Service Provider shall inform the Service Manager of all complaints from Patients arising out of or connected with the provision of the Services within 24 hours of receipt of each complaint.

17. Confidentiality

17.1 Subject to the obligations of the parties under statute or common law and clause 17.2, the parties agree that they shall and they shall use all reasonable endeavours to procure that their employees, agents and professional advisors shall keep confidential any and all information relating to the subject matter of this Contract and/or the business, customers or suppliers of the other (together "Confidential Information") and neither party shall:

17.1.1 make use of the Confidential Information otherwise than for the purposes of this Contract; or

17.1.2 disclose the Confidential Information to any third party without the prior written consent of the other party.

17.2 The provision of clause 17.1 shall not apply to any information which is:

17.2.1 in or comes into the public domain otherwise than by reason of a breach by either party, its directors, officers, employees or agents of the terms of this clause;

17.2.2 obtained by the receiving party from a third party not subject to a duty of confidentiality;

17.2.3 already in the possession of the receiving party prior to the Commencement Date and not subject to a duty of confidentiality;

17.2.4 is required to be disclosed by law including but not limited to disclosure for regulatory purposes;

17.2.5 is required to be disclosed by either party to its professional advisers or

17.2.6 is required to be disclosed to enable the Service Manager to tender for the Services or part thereof at the expiry or earlier termination of this Contract, save that such information shall only be disclosed to third parties who have qualified to tender for the future provision of the Services.

17.3 This Clause 17 shall survive the termination or expiry of this Agreement.

18. Data Protection and Freedom of Information

18.1 The parties acknowledge that, as between the parties, the Service Manager and the Service Provider are each Data Controllers in respect of all Personal Data that the Service Provider is required to Process when providing the Services under this Contract and the Service Provider shall also be acting as a Data Processor when Processing Personal Data on behalf of the Service Manager in connection with the provision of the Services. For the purposes of this Clause 18.1, the terms 'Process', 'Data Processor', 'Data Controller' and Personal Data shall be as defined in the Data Protection Act 1998.

18.2 When acting as a Data Processor as set out in Clause 18.1, the Service Provider shall:

18.2.1 Process Personal Data only in accordance with the Service Specification or any subsequent instructions of the Service Manager;

18.2.2 Process Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by applicable laws or any regulatory body;

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

18.2.3 ensure any Personal Data remains confidential;

18.2.4 ensure any Personal Data is not transferred outside the EEA.

18.3 At the end of the provision of the Services, the Service Provider shall immediately return all Personal Data to the Service Manager and destroy any and all copies of any Personal Data within the Service Providers possession or control.

18.4 The Service Provider acknowledges that the Service Manager is made subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Regulations 2004 ("EIR") and shall assist and co-operate with the Service Manager (at the Service Provider's expense) to enable the Service Manager to comply with these information disclosure requirements.

18.5 The Service Provider shall:

18.5.1 transfer any and all requests for information under FOIA or EIR ("Request for Information") to the Service Manager as soon as practicable after receipt and in any event within one (1) working day after receiving a request for information;

18.5.2 provide the Service Manager with a copy of all information in its possession or power in the form the Service Manager requires within three (3) working days;

18.5.3 provide all necessary assistance as reasonably requested by the Service Manager to enable the Service Manager to respond to a Request for Information within the time set out in section 10 of FOIA or regulation 5 of EIR; and

- 18.5.4 under no circumstances respond directly to a Request for Information unless directed to do so by the Service Manager in writing..
- 18.6 The Service Manager is responsible for determining at its absolute discretion whether any information is commercially sensitive and whether or not it is exempt from disclosure in accordance with the provisions of FOIA or EIR (as the case may be).
- 19. Assignment and Sub-contracting**
- 19.1 Neither party shall assign, novate, transfer or sub contract the whole or any part of this Agreement to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The Service Provider shall record the use of temporary staff and make such information available to the Service Manager on request.
- 20. Delay and Time of Performance**
- 20.1 The Service Provider shall perform its obligations within any time stated in this Contract or any Schedule.
- 22. Intellectual Property Rights and Marketing**
- 22.1 Any Intellectual Property Rights owned by either party at the date of the Agreement shall remain in the ownership of that party throughout the duration of the Agreement and no party nor any agent, contractor or other person authorised by a party shall at any time make any unauthorised use of those Intellectual Property Rights. Any Intellectual Property Rights developed by the Service Provider exclusively for the provision of the Services shall vest in the Service Manager absolutely.
- 22.2 The Service Provider shall not use any trade marks ,logos, get up belonging to or provided by the Service Manager (or its client) or otherwise associate itself with the Service Manager (or its client) in the provision of the Services except as permitted by the Service Specification or otherwise with the prior written consent of the Service Manager.
- 22.3 The Service Provider shall only use the marketing materials set out or referenced in the Service Specification (or as otherwise approved by the Service Manager, in writing) in relation to the Services.
- 23. Force Majeure**
- 23.1 Neither party shall be liable for any delay in performing their respective obligations under this Contract if such delay is caused by circumstances beyond the affected party's reasonable control (**Force Majeure Event**).
- 23.2 The affected party shall promptly notify the other party in writing of the reasons for the delay (and the likely duration of the delay); and the affected party shall use reasonable endeavours to overcome the Force Majeure Event and perform its obligations under this Agreement,
- 23.3 If the affected party is delayed or prevented from performing its obligations under the Agreement for a continuous period of 15 days then the non-defaulting party shall thereupon and without incurring any liability be entitled forthwith, by notice, to terminate the Agreement.
- 24. Anti-Bribery**
- 24.1 The Service Provider shall:
- 24.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 24.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- 24.1.3 comply with its own anti-bribery and anti-corruption policies, in each case as may be updated from time to time (Relevant Policies); and
- 24.1.4 promptly report to the Service Manager any request or demand for any undue financial or other advantage of any kind received or made by the Service Provider in connection with the performance of this Contract which is or may be considered an offence or contravention or breach of the Relevant Requirements and/or the Relevant Policies.
- 25. General**
- 25.1 This Contract and any variation in writing signed by both parties contain the entire understanding between the Service Provider and the Service Manager relating to the Services and supersede all prior agreements between the parties. Nothing in this Agreement seeks to exclude either party's liability for fraud. Each Party acknowledges that in entering into this Contract it is not replying upon any pre-contractual statement which is not expressly set out in this Contract.
- 25.2 The Service Manager shall be entitled to vary this Contract (giving such prior written notice to the Service Provider as may be reasonably practicable in the circumstances) if it is required to do so to comply with any applicable law(s) or binding guidance or codes of practice or as may be required to comply with the terms of the Main Contract. Except as expressly set out in these terms and conditions, this Contract may only be varied in writing signed by duly authorised signatories on behalf of the Service Manager and the Service Provider.
- 25.3 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.4 Any forbearance, delay or failure by either party in enforcing the provisions of this Contract shall not prejudice, restrict or operate as a waiver of any such rights at any time subsequently to enforce all or any of the provisions of this Contract.
- 25.5 Nothing herein shall be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.
- 25.6 The parties intend each provision of this Contract to be severable and distinct from the others. If a provision of this Contract is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Contract shall not be affected.
- 25.7 This Contract shall be governed by English law and the Courts of England shall have exclusive jurisdiction to settle all disputes which arise out of, or are connected with, this Contract.

Schedule 1
Service Specification

Attached