

Prescribing Services Ltd G-Cloud 15

Supplier Terms – January 2026

CONTENTS

SECTION A - PRELIMINARIES.....	1
1. DEFINITIONS AND INTERPRETATION	1
2. DUE DILIGENCE	3
3. CONTEXT	3
SECTION B - THE SERVICES	4
4. TERM	4
5. SERVICES	4
6. IMPLEMENTATION	6
7. SERVICE PERFORMANCE	7
8. INVOICE DATA MANAGEMENT	7
SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS	8
9. FINANCIAL AND TAXATION MATTERS	8
SECTION D - CONTRACT GOVERNANCE.....	9
10. GOVERNANCE.....	9
11. RECORDS, REPORTS & AUDITS	9
12. CHANGE	9
SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN	10
13. SUPPLIER PERSONNEL	10
14. SUPPLY CHAIN RIGHTS AND PROTECTIONS	11
15. NON-SOLICITATION	11
SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY	11
16. INTELLECTUAL PROPERTY RIGHTS	11
17. LICENCES GRANTED BY THE SUPPLIER.....	12
18. IPRS INDEMNITY	13
19. CONFIDENTIALITY	14
20. TRANSPARENCY AND FREEDOM OF INFORMATION	16
21. PROTECTION OF PERSONAL DATA	18
22. PUBLICITY AND BRANDING	18
SECTION G - LIABILITY, INDEMNITIES AND INSURANCE	18
23. LIMITATIONS ON LIABILITY	18
24. INSURANCE	19
SECTION H – REMEDIES AND RELIEF	19
25. FIX FIRST	19
26. REMEDIATION PROCESS.....	19
27. ESCALATED TIMEFRAMES	21
28. ORDERING PARTY CAUSE	22
29. FORCE MAJEURE	23
SECTION I – TERMINATION AND EXIT MANAGEMENT	24

30.	TERMINATION RIGHTS.....	24
31.	CONSEQUENCES OF EXPIRY OR TERMINATION	26
	SECTION J - MISCELLANEOUS AND GOVERNING LAW	27
32.	COMPLIANCE	27
33.	ASSIGNMENT AND NOVATION	27
34.	WAIVER AND CUMULATIVE REMEDIES	28
35.	RELATIONSHIP OF THE PARTIES	28
36.	PREVENTION OF FRAUD AND BRIBERY	29
37.	CONFLICTS OF INTEREST	30
38.	SEVERANCE	30
39.	FURTHER ASSURANCES	31
40.	ENTIRE AGREEMENT	31
41.	THIRD PARTY RIGHTS.....	31
42.	NOTICES	32
43.	INDEXATION	32
44.	DISPUTES	33
45.	GOVERNING LAW AND JURISDICTION	33

Prescribing Service's terms and conditions

SCHEDULES

1. Definitions

2.1 Performance Levels

2.2 Ordering Party Responsibilities

3.1 Implementation Plans

4.1 Charges and Invoicing

4.2 Audit Rights

5.1 Governance

5.2 Variation Procedure

5.3 Dispute Resolution Procedure

5.4 Reports and Records Provisions

5.5 Exit Management

5.6 Conduct of Claims

5.7 Additional Clauses

Prescribing Service's terms and conditions

THESE TERMS AND CONDITIONSs made on

[2026

BETWEEN: THESE PRESCRIBING SERVICES LTD G-CLOUD SUPPLIER TERMS ("SUPPLIER TERMS") FORM PART OF AN AGREEMENT FOR THE PROVISION

OF SERVICES BY PRESCRIBING SERVICES LTD ("PSL") UNDER A CALL-OFF CONTRACT (AND ITS ORDER FORM) AS

DEFINED IN THE CROWN COMMERCIAL SERVICE G-CLOUD FRAMEWORK AGREEMENT (RM1557.15 G-CLOUD 15) BETWEEN PRESCRIBING SERVICES LTD

AND THE MINISTER FOR THE CABINET OFFICE ("FRAMEWORK AGREEMENT"). THEY APPLY BETWEEN PSL AND

EACH PARTY ("THE CUSTOMER") ENTERING INTO A CALL-OFF CONTRACT.

SERVICES COVERED

These Supplier Terms apply to the following G-Cloud Services ("Services" or "Service") being provided by PSL:

Lot 1a: Infrastructure as a Service (IaaS) and Platform as a Service (PaaS)

Lot 1b: Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) above OFFICIAL

Lot 2a: Infrastructure Software as a Service (iSaaS)

Lot 2b: Software as a Service (SaaS)

Lot 3: Cloud Support

Our terms and conditions applies to all Services. Subsequent sections 2, 3, 4 and

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Order Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in schedule 1 (*Definitions*) of these Order Terms.

1.2 In these Order Terms, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 reference to a gender includes the other gender and the neuter;

1.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government or NHS Body;

1.2.4 any references to a named body or organisation shall include references to successors of that body or organisation and/or any equivalent bodies or organisations that perform the same or substantially similar functions;

Prescribing Service's terms and conditions

- 1.2.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.6 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.2.7 references to **"writing"** include typing, printing, lithography, photography, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.2.8 the headings are for ease of reference only and shall not affect the interpretation or construction of these Order Terms;
 - 1.2.9 unless otherwise provided references to clauses and schedules are references to the clauses and schedules of these Order Terms and references in any schedule to paragraphs, parts and annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the schedule or the part of the schedule in which the references appear; and
 - 1.2.10 references to these Order Terms are references to these Order Terms as amended from time to time.
- 1.3 If there is any conflict between the Catalogue Agreement, the Framework Agreement, the clauses and the schedules of this Order Agreement and/or any annexes to the schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.3.1 the Commercial Standard;
 - 1.3.2 the remaining Standards excluding the Commercial Standard;
 - 1.3.3 the Catalogue Agreement (other than the schedules);
 - 1.3.4 the schedules of the Catalogue Agreement;
 - 1.3.5 the terms of the Framework Agreement;
 - 1.3.6 the schedules of the Framework Agreement;
 - 1.3.7 the Order Terms; and
 - 1.3.8 the schedules of the Order Agreement.
- 1.4 In respect of rights, obligations and liability in relation to personal data, if there is any conflict between the Data Processing Deed and any of the Catalogue Agreement, Standards, the Framework Agreement and/or the Order Agreement(s), then the Data Processing Deed shall prevail to resolve such conflict.
- 1.5 The Parties agree that the Ordering Party, on its own behalf and as agent for each of the Service Recipients, shall:
- 1.5.1 have conduct of all claims and Disputes;
 - 1.5.2 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of this Order Agreement;

Prescribing Service's terms and conditions

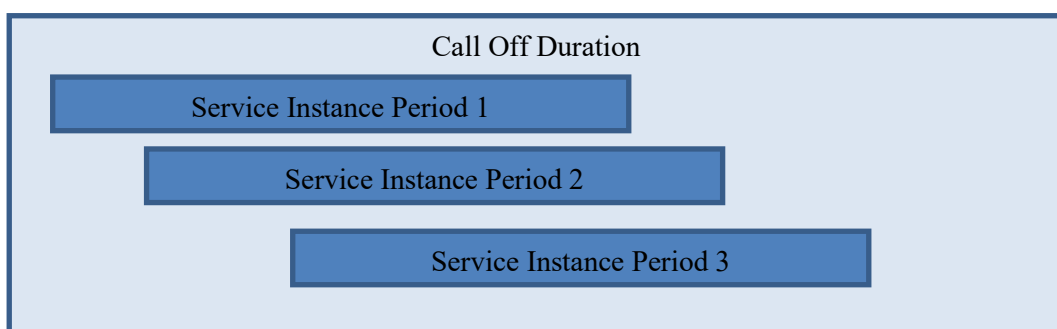
- 1.5.3 recover loss suffered by any of the Service Recipients as if such loss were suffered or incurred by the Ordering Party; and/or
 - 1.5.4 be liable for all acts and omissions of the Service Recipients in connection with this Order Agreement as if they were the acts and omissions of the Ordering Party.
- 1.6 Unless otherwise stated, rights granted to a Ordering Party are also granted to any Service Recipients as applicable.
- 1.7 The schedules and their annexes form part of this Order Agreement.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that it:
 - 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Ordering Party;
 - 2.1.2 has raised all relevant due diligence questions with the Ordering Party before the Order Commencement Date; and
 - 2.1.3 has entered into this Order Agreement and each Service Instance in reliance on its own due diligence alone.

3. CONTEXT

- 3.1 Ordering Parties can enter into Order Agreements in accordance with the restrictions relating to the Order Duration in clause 4 below.
- 3.2 The Order Agreement acts as an umbrella for the ordering of one or more Catalogue Solutions (including their Additional Services and Associated Services).
- 3.3 Each Catalogue Solution ordered for a Service Recipient is referred to as a Service Instance. Each Service Instance will have a duration in accordance with the restrictions set out in clause 4 below.
- 3.4 Associated Services that are linked to the implementation of a Service Instance and Additional Services ordered for that Service Instance will be specified on the Order Form against the relevant Service Instance.
- 3.5 Each Service Instance represents the provision of a Catalogue Solution (including any Additional Services and/or Associated Services) to a Service Recipient for the Service Instance Period, where the Service Instance Period commences on the go-live (i.e. the Service Instance Commencement Date).
- 3.6 The diagram below illustrates the relationship:



SECTION B - THE SERVICES

4. TERM

4.1 Subject to the maximum term, as set out in the Order Form, this Order Agreement will begin on the Order Commencement Date and unless terminated at an earlier date by operation of Law or in accordance with clause 30 (*Termination Rights*), shall continue:

4.1.1 for the Order Agreement Initial Period set out in Section B.1 of the Order Form (the "**Order Agreement Initial Period**"); and

4.1.2 if the Ordering Party does not give notice to terminate 30 days prior to the end of the Order Agreement Initial Period, until 4 years from the Order Commencement Date,

(the "**Order Duration**").

4.2 Each Service Instance will begin on the Service Instance Commencement Date and unless terminated at an earlier date by operation of Law or in accordance with clause 30 (*Termination Rights*), shall continue:

4.2.1 for the Service Instance Initial Period set out in Section B.3 of the Order Form (the "**Service Instance Initial Period**"); and

4.2.2 if the Ordering Party does not give notice to terminate 30 Working Days prior to the end of the Service Instance Initial Period, until the earlier of 3 years from the Service Instance Commencement Date and the Order Expiry Date,

but in any event shall not extend beyond the Order Duration (the "**Service Instance Period**").

Condition Precedent

4.3 Save for clauses 1 (Definitions and Interpretation), 4 (Term), 5.5 and 5.6 (Warranties), 19 (Confidentiality), 20 (Transparency and Freedom of Information), 22 (Publicity and Branding), 23 (Limitations on Liability), 34 (Waiver and Cumulative Remedies), 35 (Relationship of the Parties), 38 (Severance), 40 (Entire Agreement), 41 (Third Party Rights), 42 (Notices), 43 (Indexation), 44 (Disputes) and 45 (Governing Law and Jurisdiction), this Order Agreement is conditional upon the entering into by the Supplier of the Catalogue Agreement, the Framework Agreement and the Data Processing Deed (the "**Condition Precedent**").

5. SERVICES

General

5.1 Section B of the Order Form sets out the Service Instances ordered. Part B of the Order Form shall be kept up to date should the Service Instances required be updated under the Variation Procedure.

Standard of Services

5.2 The Supplier shall provide the Services set out in the Order Form, including for each Service Instance the provision of the Catalogue Solution(s) encompassed by the Service Instance from the Service Instance Commencement Date.

5.3 The Supplier shall perform its obligations under this Order Agreement, including in relation to the supply of the Services, in accordance with:

5.3.1 the Catalogue Agreement;

Prescribing Service's terms and conditions

- 5.3.2 the Framework Agreement;
 - 5.3.3 all applicable Law;
 - 5.3.4 Good Industry Practice;
 - 5.3.5 the Standards and Capabilities relevant to its Catalogue Solution(s); and
 - 5.3.6 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of clauses 5.3.1 to 5.3.5.
- 5.4 The Supplier shall draw any conflict of which it is aware, or should reasonably be aware, between any of the requirements of clause 5.3 to the attention of the Catalogue Authority and Ordering Party and shall comply with the Catalogue Authority's reasonable instruction as to how that conflict shall be resolved.

Supplier obligations

- 5.5 The Supplier shall comply with the warranties, representations and obligations as are incorporated into these Order Terms as a result of clause 6.4 to 6.9 of the Framework Agreement. Such clauses shall be deemed to be repeated in this Order Agreement (other than clause 6.6.10) and in respect of such clauses, any references to the Framework Authority shall be construed as references to the Ordering Party and any references to the Framework Agreement shall be construed as references to this Order Agreement.
- 5.6 The Supplier shall also:
- 5.6.1 ensure that all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.6.2 ensure that any products or services recommended or otherwise specified by the Supplier for use by the Ordering Party in conjunction with the Services shall enable the Services to meet the Service Instance requirements; and
 - 5.6.3 enable the timely transition of the Services (or any of them) to the Ordering Party and/or to any Replacement Supplier upon the expiry or termination of this Order Agreement for any reason in accordance with schedule 5.5 (*Exit Management*).
- 5.7 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

Continuing obligation to provide the Services

- 5.8 The Supplier shall continue to perform all of its obligations under this Order Agreement and shall not suspend the supply of the Services, notwithstanding:
- 5.8.1 any withholding of the Periodic Service Charges by the Ordering Party pursuant to schedule 2.1 (*Performance Levels*);
 - 5.8.2 the existence of an unresolved Dispute; and/or
 - 5.8.3 any failure by the Ordering Party to pay any Charges,
- unless the Supplier is entitled to terminate this Order Agreement under clause 30.4 (*Termination by the Supplier*) for failure to pay undisputed Charges.

Service Recipients

- 5.9 The Supplier shall make available each of the Service Instances to such Service Recipients that are indicated in the Order Form from time to time in accordance with, and subject to, the terms of this Order Agreement.

Ordering Party Responsibilities

- 5.10 The Ordering Party shall comply with its responsibilities set out in schedule 2.2 (*Ordering Party Responsibilities*).

6. IMPLEMENTATION

Implementation Plan and Delays

- 6.1 The Supplier shall provide and maintain the Implementation Plans in accordance with schedule 3.1 (*Implementation Plans*) if required to do so by the Ordering Party in respect of a Service Instance. If it has been indicated on the Order Form that the Ordering Party does not require the Supplier to provide either:

6.1.1 an Overview Implementation Plan; or

6.1.2 a Detailed Implementation Plan;

then the provisions in this clause 6 and schedule 3.1 (*Implementation Plans*) shall not apply to that particular plan.

- 6.2 The Supplier shall:

6.2.1 comply with the Implementation Plans; and

6.2.2 ensure that each Milestone is Achieved on or before its Milestone Date.

- 6.3 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay it shall:

6.3.1 notify the Ordering Party as soon as practically possible and no later than within two Working Days from becoming aware of the Delay or anticipated Delay;

6.3.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

6.3.3 comply with the Ordering Party's reasonable instructions regarding minimising the impact of the Delay or anticipated Delay; and

6.3.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

Achievement of Milestones

- 6.4 The Parties shall comply with the provisions of schedule 3.1 (*Implementation Plans*) as supplemented by the Milestone Achievement Criteria set out in the Order Form to determine whether a Milestone has been Achieved.

7. SERVICE PERFORMANCE

Schedule 2.1 (*Performance Levels*) shall apply to performance monitoring, service points and Service Credits.

8. INVOICE DATA MANAGEMENT

- 8.1 Within 5 Working Days of the Order Commencement Date, the Supplier shall upload a copy of the Order Form onto the Catalogue, including, for each Service Instance, the target Milestone Dates for Milestone M1 (Go-Live) and Milestone M2 (Service Acceptance).
- 8.2 Within 5 Working Days of any updates to the Order Form (including any additions of a new Service Instance or revision of Charges), the Supplier shall update the details stored on the Catalogue to reflect such changes in accordance with the instructions as communicated by the Framework Authority from time to time.
- 8.3 For Type 1 Catalogue Solutions, the Framework Authority shall update the Catalogue with all relevant details of any Service Credits or permitted non-payments permitted in accordance with schedule 2.5 (*Performance Levels*) of the Framework Agreement.
- 8.4 For Type 2 Catalogue Solutions, within 5 Working Days of any Service Credits being agreed, or any non-payments being permitted in accordance with schedule 2.1 (*Performance Levels*) of the Order Agreement, the Supplier shall record such information on the Catalogue in accordance with the instructions as communicated by the Framework Authority from time to time.
- 8.5 On expiry or termination of a Service Instance the Supplier must update the Service Instance End Date on the Catalogue, unless instructed otherwise by the Framework Authority.
- 8.6 On expiry or termination of a Order Agreement the Supplier must update the Order End Date on the Catalogue and to the extent not already done so, update the Catalogue for the Service Instance End Date for all Service Instances, unless instructed otherwise by the Framework Authority.
- 8.7 On achievement of Milestone M1 (Go-Live) and Milestone M2 (Service Acceptance) in respect of each Service Instance under a Order Agreement, the Supplier shall update the Catalogue with the date of achievement of the relevant Milestone and shall upload the associated Milestone Achievement Certificate to the Catalogue.
- 8.8 Each time the Supplier or Framework Authority updates the Catalogue with data in respect of the Order Agreement in accordance with clauses 8.1 to 8.7 above, the Ordering Party will be notified via the Catalogue and shall be required to validate the information that has been provided and/or updated.
- 8.9 The Ordering Party must accept the information it is notified of in accordance with clause 8.8 above, or raise any issues or perceived inaccuracies within 10 Working Days of such notification. If the Ordering Party does not respond within such 10 Working Days, the Supplier shall be entitled to issue a notice to the Ordering Party, reminding it of its obligation to accept or raise an issue(s) with the updated information in accordance with this clause 8 ("**Reminder Notice**"). If the Ordering Party still fails to accept or raise issue within 20 Working Days from the date of the Reminder Notice, the Supplier shall be entitled to terminate this Order Agreement.

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

9. FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

- 9.1 The Charges applicable to the Services provided under this Order Agreement, shall be calculated, invoiced and paid for in accordance with provisions of schedule 4.1 (*Charges and Invoicing*) of the Framework Agreement and schedule 4.1 (*Charges and Invoicing*) of the Order Agreement.

Income Tax and National Insurance Contributions

- 9.2 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Order Agreement, the Supplier shall:
- 9.2.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- 9.2.2 indemnify the Ordering Party against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

VAT

- 9.3 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Ordering Party following delivery of a valid VAT invoice.
- 9.4 The Supplier shall indemnify the Ordering Party on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Ordering Party 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 this Order Agreement. Any amounts due under this clause 9.4 shall be paid in cleared funds by the Supplier to the Ordering Party not less than five Working Days before the date upon which the tax or other liability is payable by the Ordering Party.

Set-off and Withholding

- 9.5 The Ordering Party may set off any amount owed by the Supplier to the Ordering Party against any amount due to the Supplier under this Order Agreement or under any other agreement between the Supplier and the Ordering Party.
- 9.6 If the Ordering Party wishes to set off any amount owed by the Supplier to the Ordering Party against any amount due to the Supplier pursuant to clause 9.5 it shall give notice to the Supplier within 30 days of receipt of the relevant Invoice, setting out the Ordering Party's reasons for withholding or retaining the relevant Charges.

Promoting Tax Compliance

- 9.7 If, at any point during the Order Duration, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 9.7.1 notify the Ordering Party in writing of such fact within five Working Days of its occurrence; and

Prescribing Service's terms and conditions

9.7.2 promptly provide to the Ordering Party:

9.7.2.1 details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

9.7.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Ordering Party may reasonably require.

SECTION D - CONTRACT GOVERNANCE

10. GOVERNANCE

The Parties shall comply with the provisions of schedule 5.1 (*Governance*) in relation to the management and governance of this Order Agreement.

11. RECORDS, REPORTS & AUDITS

The Supplier shall comply with the audit provisions and record related obligations, as set out in schedule 4.2 (*Audit Rights*) and schedule 5.4 (*Reports and Records Provisions*).

12. CHANGE

Variation Procedure

12.1 Changes to these Order Terms can only be made in accordance with schedule 5.2 (*Common Contract Change Control Procedure*) of the Framework Agreement. The Ordering Party agrees to accept any Changes made to the Order Terms, where such Changes are made in accordance with the Framework Agreement.

12.2 Subject to clause 12.5 below, changes to the Order Form shall be made in accordance with schedule 5.2 (*Variation Procedure*).

12.3 Where a new Service Instance(s) is introduced onto the Order Form pursuant to schedule 5.2 (*Variation Procedure*), the Parties must agree the content of the new Outline Implementation Plan(s) to be included on the Order Form as part of that Change.

12.4 Where a variation is made to the Order Form in accordance with clause 12.2 above, the Supplier shall notify the Framework Authority and Catalogue Authority of such Change (including providing a copy of the updated Order Form) without undue delay.

12.5 Where the Parties reasonably agree that the nature of a Change means it is not necessary to follow the process set out in schedule 5.2 (*Variation Procedure*), (for example, where there is a Change to the details of who the Supplier Representatives are), the Parties may effect such change by agreement only and shall update the Order Form accordingly.

Change in Law

12.6 Any Change required to the Order Form as a result of a Change in Law under clause 17 of the Catalogue Agreement or clause 14 of the Framework Agreement shall be implemented in accordance with the Variation Procedure.

SECTION E – SUPPLIER PERSONNEL AND SUPPLY CHAIN

13. SUPPLIER PERSONNEL

13.1 The Supplier shall:

13.1.1 provide in advance of any admission to Ordering Party Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Ordering Party may reasonably require;

13.1.2 ensure that all Supplier Personnel:

13.1.2.1 are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;

13.1.2.2 are vetted in accordance with Good Industry Practice; and

13.1.2.3 comply with all reasonable requirements of the Ordering Party concerning conduct at the Ordering Party Premises; and

13.1.3 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Order Agreement shall be a Default by the Supplier.

13.2 If the Ordering Party reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Order Agreement, it may:

13.2.1 refuse admission to the relevant person(s) to the Ordering Party Premises; and/or

13.2.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

13.3 Relevant Convictions

13.3.1 The following provisions apply only where the Ordering Party has stipulated that Relevant Conviction provisions are required on the Order Form:

13.3.1.1 The Supplier shall ensure that no person who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without approval of the Ordering Party.

13.3.1.2 For each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Ordering Party owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

(a) carry out a check with the records held by the Department for Education (DfE);

(b) conduct thorough questioning regarding any Relevant Convictions; and

- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

14. SUPPLY CHAIN RIGHTS AND PROTECTIONS

The provisions of clause 22 of the Framework Agreement shall apply in respect of the appointment and management of any Sub-Contractors related to Services to be provided under this Order Agreement.

15. NON-SOLICITATION

The Parties shall not (except with the prior written consent of the other Party) directly solicit or entice away (or attempt to solicit or entice away) from the employment of the that other Party any person employed or engaged by that Party in relation to this Order Agreement (including any contractors) at any time during the Order Duration. For the avoidance of doubt, this restriction shall not prevent either Party from employing or engaging any of the other Party's employees following a bona fide recruitment process where a public advertisement has been placed to seek to recruit new employees or staff.

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Except as expressly set out in this Order Agreement:

16.1.1 the Ordering Party shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

16.1.1.1 the Supplier's Catalogue Solution(s);

16.1.1.2 the Third Party Software;

16.1.1.3 the Third Party IPRs; or

16.1.1.4 any Specially Written Software (subject to clause 17.6); and

16.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Ordering Party or its licensors, including the Ordering Party Data, any Specially Written Software referred to in clause 17.6, and/or clinical data, care provision data and other operational data, including Personal Data, which is generated and recorded through health and care delivery (including where material Supplier enhancements have created derived information or data which contains Personal Data).

16.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 16.1, in consideration of the mutual rights and obligations under this Order Agreement, each Party hereby assigns to the other Party, by way of present and future assignment, such Intellectual Property Rights as it has acquired.

16.3 Subject to clause 16.4 below, neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 16.4 Each Party hereby grants the other Party a royalty-free, non-exclusive, non-transferable, revocable licence during the Order Duration to use its relevant names, logos or trade marks for the sole purpose and to the extent necessary, for the proper exercise of the other Party's rights and obligations under this Order Agreement, save that the Supplier shall comply with clause 22 in relation to consent to make certain external communications.

17. LICENCES GRANTED BY THE SUPPLIER

Granted Licences

- 17.1 The Supplier hereby grants, or shall procure that third parties grant, to the Ordering Party and each Service Recipient (unless agreed otherwise in accordance with clause 27.2 of the Catalogue Agreement between the Catalogue Authority and the Supplier) a non-exclusive licence to use during the Order Duration and for the duration of the Order Exit Plan:

- 17.1.1 the Catalogue Solution(s);
- 17.1.2 the Documentation;
- 17.1.3 Third Party Software;
- 17.1.4 Specially Written Software (other than where the Ordering Party will be transferred all rights to the Specially Written Software in accordance with clause 17.6); and
- 17.1.5 all other relevant IPR owned by the Supplier and third parties owning the Third Party Software.

Ordering Party's right to sub-license

- 17.2 The Ordering Party and each Service Recipient may sub-license any of the rights granted under clause 17.1 to a third party provided that:

- 17.2.1 the sub-licence is on terms no broader than those granted to the Ordering Party;
- 17.2.2 the sub-licensee is not also a competitor of the Supplier (unless otherwise agreed between the Parties, such agreement not to be unreasonably withheld);
- 17.2.3 a list of sub-licensees is maintained which shall be disclosed by the Ordering Party to the Supplier no more than once per year;
- 17.2.4 the sub licence authorises the third party to use the items only for purposes relating to the Services (or substantially equivalent services); and
- 17.2.5 the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier.

Exit

- 17.3 The Supplier shall comply with the requirements of schedule 5.5 (*Exit Management*) to the Framework Agreement (where applicable) in relation to the treatment and transfer of licences during transition from the Supplier to a Replacement Supplier or otherwise.

Specially Written Software

- 17.4 If the Supplier creates any Specially Written Software, it shall notify the Catalogue Authority in accordance with clause 29 of the Catalogue Agreement.

Prescribing Service's terms and conditions

- 17.5 Without prejudice to clause 5.5 and any other rights and remedies of the Ordering Party howsoever arising, the Supplier warrants to the Ordering Party that all components of any Specially Written Software shall:
- 17.5.1 be free from material design and programming errors;
 - 17.5.2 perform in all material respects in accordance with any relevant specifications contained in the Order Form, or as otherwise agreed between the Parties; and
 - 17.5.3 not infringe any third party Intellectual Property Rights.
- 17.6 If the Ordering Party pays for the development of the Specially Written Software (following consultation and approval of the Catalogue Authority), the Ordering Party shall confirm to the Supplier its preferred commercial and ownership model in respect of the Specially Written Software. Where the Ordering Party confirms that it wishes to own the Specially Written Software, then the Supplier shall assign to the Ordering Party, or where the Supplier does not own the underlying Intellectual Property Rights it shall use its best endeavours to procure the assignment to the Ordering Party of, all rights in the Specially Written Software including:
- 17.6.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 17.6.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the "**Software Supporting Materials**").
- 17.7 If the Ordering Party wishes to have full title to the Specially Written Software in accordance with clause 17.6 above, the Supplier:
- 17.7.1 shall deliver to the Ordering Party the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials without undue delay, in each case on media that is reasonably acceptable to the Ordering Party;
 - 17.7.2 acknowledges and agrees that the ownership of the media referred to in clause 17.7.1 shall vest in the Ordering Party upon receipt by the Ordering Party; and
 - 17.7.3 shall execute all such assignments as are required to ensure that any rights in the Specially Written Software are properly transferred to the Ordering Party.

18. IPRS INDEMNITY

- 18.1 The Supplier shall at all times, during and after the Order Duration, on written demand indemnify the Ordering Party and each other Indemnified Person, and keep the Ordering Party and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim, but only to the extent that the IPRs Claim is not a direct result of a breach by the relevant Indemnified Person of licence terms (as referred to in this Order Agreement) for the relevant IPRs.
- 18.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
- 18.2.1 procure for the Ordering Party or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
 - 18.2.2 replace or modify the relevant item with non-infringing substitutes provided that:

Prescribing Service's terms and conditions

- 18.2.2.1 the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - 18.2.2.2 the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
 - 18.2.2.3 there is no cost to the Ordering Party or relevant Indemnified Person (as the case may be); and
 - 18.2.2.4 the terms and conditions of this Order Agreement shall apply to the replaced or modified services.
- 18.3 If the Supplier elects to procure a licence in accordance with clause 18.2.1 or to modify or replace an item pursuant to clause 18.2.2, but this has not avoided or resolved the IPRs Claim, then:
 - 18.3.1 the Ordering Party may terminate this Order Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
 - 18.3.2 without prejudice to the indemnity set out in clause 18.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.
- 19. CONFIDENTIALITY**
- 19.1 For the purposes of this clause 19, the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 19.2 Except to the extent set out in this clause 19 or where disclosure is expressly permitted elsewhere in this Order Agreement, the Recipient shall:
 - 19.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - 19.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Order Agreement or without obtaining the owner's prior written consent;
 - 19.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Order Agreement; and
 - 19.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 19.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
 - 19.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that clause 20 (*Transparency and Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
 - 19.3.2 the need for such disclosure arises out of or in connection with:

Prescribing Service's terms and conditions

- 19.3.2.1 any legal challenge or potential legal challenge against the Ordering Party arising out of or in connection with this Order Agreement;
 - 19.3.2.2 the examination and certification of the Ordering Party's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Ordering Party is making use of any Services provided under this Order Agreement; or
 - 19.3.2.3 the conduct of a Central Government or NHS Body review in respect of this Order Agreement; or
- 19.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 19.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 19.5 The Supplier may disclose the Confidential Information of the Ordering Party on a confidential basis only to:
 - 19.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Order Agreement;
 - 19.5.2 its auditors; and
 - 19.5.3 its professional advisers for the purposes of obtaining advice in relation to this Order Agreement.

Where the Supplier discloses Confidential Information of the Ordering Party pursuant to this clause 19.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Order Agreement by the persons to whom disclosure has been made.
- 19.6 The Ordering Party may disclose the Confidential Information of the Supplier:
 - 19.6.1 on a confidential basis to any Central Government or NHS Body for any proper purpose of the Ordering Party or of the relevant Central Government or NHS Body;
 - 19.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 19.6.3 on a confidential basis and to the extent that the Ordering Party (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 19.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 19.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Order Agreement;
 - 19.6.5 on a confidential basis for the purpose of the exercise of its rights under this Order Agreement, including the Audit Rights, and exit management rights; or

- 19.6.6 on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Order Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Ordering Party under this clause 19.

- 19.7 Nothing in this clause 19 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Order Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

20. TRANSPARENCY AND FREEDOM OF INFORMATION

- 20.1 The Parties acknowledge that the content of this Order Agreement, including any changes to this Order Agreement agreed from time to time, except for:

- 20.1.1 any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Ordering Party; and

- 20.1.2 Commercially Sensitive Information;

shall be the "**Transparency Information**" and shall not be treated as Confidential Information.

- 20.2 Notwithstanding any other provision of this Order Agreement, the Supplier hereby gives its consent for the Ordering Party to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Ordering Party shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

- 20.3 The Supplier shall assist and co-operate with the Ordering Party to enable the Ordering Party to publish the Transparency Information.

- 20.4 If the Ordering Party believe that publication of any element of the Transparency Information would be contrary to the public interest, the Ordering Party shall be entitled to exclude such information from publication. The Ordering Party acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Ordering Party acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

- 20.5 The Ordering Party shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Order Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

- 20.6 The Supplier agrees that any Information it holds that is not included in the Transparency Information but is reasonably relevant to or that arises from the provision of the Supplier's obligations under this Order Agreement shall be provided to the Ordering Party on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Ordering Party may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information and Confidential Information (subject always to the Ordering Party's over-riding rights of disclosure of Supplier's Confidential Information as set out at clause 19.6.3) also publish such Information. The Supplier shall provide to the Ordering Party within 5 working days (or such other period as the Ordering Party may reasonably specify) any such Information requested by the Ordering Party.

Prescribing Service's terms and conditions

- 20.7 The Supplier acknowledges that the Ordering Party is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 20.7.1 provide all necessary assistance and cooperation as reasonably requested by the Ordering Party to enable the Ordering Party to comply with its obligations under the FOIA and EIRs;
 - 20.7.2 transfer to the Ordering Party all Requests for Information relating to this Order Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 20.7.3 provide the Ordering Party with a copy of all Information held on behalf of the Ordering Party which is requested in a Request For Information and which is in its possession or control in the form that the Ordering Party requires within 5 Working Days (or such other period as the Ordering Party may reasonably specify) of the Ordering Party's request for such Information; and
 - 20.7.4 not respond directly to a Request For Information addressed to the Ordering Party unless authorised in writing to do so by the Ordering Party.
- 20.8 The Supplier acknowledges that the Ordering Party may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Ordering Party shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Order Agreement) the Ordering Party shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

21. PROTECTION OF PERSONAL DATA

It is a condition of this Order Agreement that the Supplier executes and complies with the Data Processing Deed and that the Data Processing Deed remains valid.

22. PUBLICITY AND BRANDING

- 22.1 The Supplier shall not:
- 22.1.1 make any press announcements or publicise this Order Agreement or its contents in any way; or
 - 22.1.2 use the Ordering Party's and/or Service Recipients' name or brand in any promotion or marketing or announcement of orders,
- without the prior written consent of the Ordering Party and/or Service Recipients as applicable (such consent not to be unreasonably withheld or delayed) and in any case only in compliance with the NHS branding guidelines published by NHS England from time to time.
- 22.2 Each Party acknowledges to the other that nothing in this Order Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express that by entering into this Order Agreement that there is any such approval or endorsement.

SECTION G - INSURANCE

23. LIMITATIONS ON LIABILITY

Limitations of Liability

PSL will for the lifetime of any call of contract and during the lifetime of G-Cloud 15 maintain all of the appropriate insurances in order to comply with the supplier guidance, framework agreement and subsequent call of contracts.

Conduct of indemnity claims

- 23.1 Where under this Order Agreement one Party indemnifies the other Party, the Parties shall comply with the provisions of schedule 5.6 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

- 23.2 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Order Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Order Agreement.

24. INSURANCE

The Supplier shall comply with all G-Cloud insurance requirements in relation to obtaining and maintaining insurance and any additional insurances that the Ordering Party may reasonably request to mitigate any particular risks arising in relation to the provision of Services under this Order Agreement.

SECTION H – REMEDIES AND RELIEF

25. FIX FIRST

- 25.1 Notwithstanding any other provision in this Order Agreement (save for clause 26), in the event of a Default by the Supplier (or an anticipated Default by the Supplier), the Supplier shall:
- 25.1.1 (if the Default occurs) remedy the Default as soon as possible; and
 - 25.1.2 use reasonable endeavours to eliminate or mitigate the consequences or delay of any such Default or anticipated Default on the Ordering Party and Service Recipients at no cost to the Ordering Party or Service Recipients.

26. ORDER REMEDIATION PROCESS

- 26.1 If there is a breach of the Services or of the Supplier's obligations otherwise set out under this Order Agreement and such breach triggers a termination right as listed in 30.1.1 to 30.1.3, the Ordering Party may decide to first initiate the Order Remediation Process. For any other breaches of the Order Agreement by the Supplier, including if the Ordering Party reasonably believes that the Supplier is in breach, the Ordering Party shall not be entitled to terminate the Order Agreement without having first initiated the Order Remediation Process.
- 26.2 If the Parties disagree as to whether a breach relating to the same subject matter should be dealt with via the Catalogue Agreement, Framework Agreement or this Order Agreement, the Catalogue Authority shall have the ultimate decision (acting reasonably) as to where the breach is dealt with. No breach shall be dealt with via more than one of the Catalogue Remediation Process, the Framework Remediation Process and/or the Order Remediation Process at the same time. Breaches relating to non-compliance with Standards and/or

Prescribing Service's terms and conditions

Capabilities should generally be dealt with via the Catalogue Remediation Process, whereas breaches relating to Implementation Plans should be dealt with via a Order Remediation Process. This shall not affect or prejudice the rights and remedies under each of these agreements.

26.3 The Order Remediation Process set out in this clause 26 shall not restrict or limit any rights and remedies available under the Catalogue Agreement, the Framework Agreement or this Order Agreement as a result of a breach that relates to the same subject matter.

26.4 The timeframes and process set out in this clause 26 are subject to the exceptions set out at clause 27. In addition, if at any point in this process the Ordering Party reasonably believes that:

26.4.1 the breach subject to a Order Remedial Plan is not possible of being remedied; or

26.4.2 it is not possible for the Supplier to comply with the provisions of the Order Remedial Plan,

then the Ordering Party may immediately move to termination in accordance with clause 30.

Order Remedial Plan

26.5 If the Ordering Party initiates the Order Remediation Process in accordance with clause 26.1, then the Supplier shall co-operate with the Ordering Party to develop and agree a Order Remedial Plan in accordance with clause 26.6 and 26.7 below.

26.6 The Order Remedial Plan process is as follows:

26.6.1 the Ordering Party notifies the Supplier that it considers that the Supplier is in breach of the Order Agreement (as described at clause 26.5) and that it requires a Order Remedial Plan. The notice must contain sufficient detail so that it is reasonably clear what the Supplier has to remedy;

26.6.2 the Supplier shall serve a draft Order Remedial Plan in accordance with clause 26.7 within five Working Days (or any other period agreed by the parties) of receipt of the notice referred to in clause 26.6.1, even if the Supplier disputes that it is responsible for the matters complained of;

26.6.3 if the Ordering Party considers that the draft Order Remedial Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the matters complained of, then it may agree a further time period for the development and agreement of the Order Remedial Plan; and

26.6.4 the Ordering Party must approve the Order Remedial Plan before it can be finalised.

26.7 The Order Remedial Plan must contain the following:

26.7.1 a full description of the Supplier's breach of the Order Agreement, including the impact of such breach on the Supplier's provision of the Services;

26.7.2 a full description of the Supplier's steps to remedy such breach, including the timetable associated with such steps; and

26.7.3 the method and format by which the Supplier will provide evidence to the Ordering Party that the breach has been remedied.

26.8 If on the day falling six weeks after the date (or on any day thereafter) that the Ordering Party notified the Supplier of the breach in accordance with clause 26.5:

Prescribing Service's terms and conditions

- 26.8.1 the Supplier has not responded to the notification;
- 26.8.2 the Ordering Party has not approved a Order Remedial Plan; or
- 26.8.3 at any point during that six week period the Supplier has failed to co-operate with the Ordering Party in relation to the Order Remedial Plan,

then the Ordering Party shall have the right to develop and impose a Order Remedial Plan, which the Supplier must comply with.

Termination

- 26.9 Subject to clause 26.10, if on the day falling six weeks after the date that the Order Remedial Plan is agreed (or on any day thereafter) in accordance with clauses 26.5, or imposed in accordance with 26.8 (as appropriate) the Ordering Party is of the reasonable opinion that:

- 26.9.1 the breach subject to the Order Remedial Plan is not possible of being remedied;
- 26.9.2 it is not possible for the Supplier to comply with the provisions of the Order Remedial Plan; or
- 26.9.3 the Supplier is not complying with the Order Remedial Plan,

then the Ordering Party may terminate this Order Agreement and/or the relevant Service Instance (at the Ordering Party's sole discretion).

- 26.10 Without prejudice to the termination rights set out at clause 30, the termination right set out at clause 26.9 shall only be permitted where the relevant breach described in clause 26.9 is material.

- 26.11 Following notice of termination in accordance with clause 26.9, the Supplier shall comply with the exit provisions as set out in schedule 5.5 (*Exit Management*).

27. ESCALATED TIMEFRAMES

- 27.1 Subject to clause 27.2, the Ordering Party shall have the ability to deviate from the process set out in clause 26, whether by missing out a stage or escalating timeframes in the event that:

- 27.1.1 it is required to do so by any regulatory body applicable to the breach in question;
- 27.1.2 the Ordering Party has reasonable grounds to believe that the breach is a result of the Supplier acting in bad faith;
- 27.1.3 the breach is material and/or not capable of remedy;
- 27.1.4 the breach has a potential or actual clinical safety or security impact;
- 27.1.5 the Ordering Party is of the reasonable opinion that the Supplier is not, or does not intend to, co-operate and use its best endeavours to remedy the breach; and/or
- 27.1.6 there is a repetition of substantially the same breach within a period of three months following the conclusion of the Order Remedial Plan.

- 27.2 Where the Ordering Party has opted to use the Order Remediation Process, the Ordering Party must follow at least one of the stages in the Order Remediation Process at clause 26 before proceeding to termination in accordance with clause 26.9.

28. ORDERING PARTY CAUSE

28.1 A "Relief Event" means where:

- 28.1.1 the Ordering Party and/or Service Recipient does not comply with an express obligation or responsibility set out in the Order Agreement;
- 28.1.2 the Catalogue Authority does not comply with an express obligation or responsibility placed upon it, as set out in the Catalogue Agreement, or where the Supplier's compliance with a Standard directly causes the Supplier to be in breach of this Order Agreement in accordance with clause 8 of the Catalogue Agreement; or
- 28.1.3 where the Framework Authority does not comply with an express obligation or responsibility upon it, as set out in the Framework Agreement, in accordance with clause 6.11 of the Framework Agreement.

28.2 If the Supplier is in breach of this Order Agreement because of the occurrence of a Relief Event, the Supplier shall be entitled to relief from liability and/or breach of this Order Agreement if and to the extent:

- 28.2.1 the Supplier's non-performance results directly from or in connection with such Relief Event;
- 28.2.2 the Supplier uses all reasonable endeavours to mitigate the Relief Event and to perform the Services notwithstanding the Relief Event; and
- 28.2.3 the Supplier notifies the Ordering Party's Contract Manager (and the Framework Authority where applicable) in writing (providing full details) as soon as the Supplier becomes aware that a Relief Event has occurred and that it is likely to give rise to the need for relief on the part of the Supplier (and where relevant via a notice in such format as may have been agreed between the Parties for that purpose) ("**Relief Notice**").

28.3 The Relief Notice shall specify the following information:

- 28.3.1 the affected Services and Service Instance;
- 28.3.2 the cause(s) of the delay or interruption; and
- 28.3.3 details of the extent of the likely delay or interruption, showing impact on all Services and Service Instances affected directly or indirectly by the failure.

29. FORCE MAJEURE

29.1 Subject to the remaining provisions of this clause 29.1, (and subject to the requirements of the BCDR Standard) a Party may claim relief under this clause 29.1 from liability for failure to meet its obligations under this Order Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Order Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

29.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

Prescribing Service's terms and conditions

- 29.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this clause 29.1 to the extent that consequences of the relevant Force Majeure Event:
- 29.3.1 are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - 29.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Order Agreement.
- 29.4 Subject to clause 29.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 29.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 29.6 Where, as a result of a Force Majeure Event, but subject to clause 29.3:
- 29.6.1 an Affected Party fails to perform its obligations in accordance with this Order Agreement, then during the continuance of the Force Majeure Event:
 - 29.6.1.1 the other Party shall not be entitled to exercise any rights to terminate this Order Agreement in whole or in part as a result of such failure other than pursuant to clause 30.1 (*Termination by the Ordering Party*) or clause 30.4 (*Termination by the Supplier*); and
 - 29.6.1.2 neither Party shall be liable for any Default arising as a result of such failure;
 - 29.6.2 the Supplier fails to perform its obligations in accordance with this Order Agreement:
 - 29.6.2.1 the Ordering Party shall not be entitled to receive Service Credits, to withhold any of the Periodic Service Charges pursuant to schedule 2.1 (*Performance Levels*), to the extent that a performance failure has been caused by the Force Majeure Event; and
 - 29.6.2.2 the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Order Agreement during the occurrence of the Force Majeure Event.
- 29.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Order Agreement.
- 29.8 Relief from liability for the Affected Party under this clause 28.1 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Order Agreement and shall not be dependent on the serving of notice under clause 29.7.

SECTION I – TERMINATION AND EXIT MANAGEMENT

30. TERMINATION RIGHTS

Termination by the Ordering Party

30.1 The Ordering Party may terminate this Order Agreement by issuing a Termination Notice to the Supplier:

30.1.1 if a Termination Event occurs;

30.1.2 if a Force Majeure Event endures for a continuous period of more than 90 days;
or

30.1.3 if the Order Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 (or most recent publication of the Public Contracts Regulations) require a new procurement procedure,

and this Order Agreement shall terminate on the date specified in the Termination Notice.

30.2 Where the Ordering Party has the right to terminate this Order Agreement under clause 30.1, it may, prior to or instead of terminating the whole of this Order Agreement, serve a Termination Notice requiring the termination instead of a Service Instance or partial termination of a Service Instance to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

30.3 The Ordering Party may terminate this Order Agreement or any Service Instance for convenience for any reason (including, but not limited to where the Order Agreement has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations 2015; and/or for convenience and/or public policy) at any time on giving no less than 30 days written notice to the Supplier.

Termination by the Supplier

30.4 The Supplier shall be entitled to terminate this Order Agreement in accordance with clause 8.9.

30.5 The Supplier may, by issuing a Termination Notice to the Ordering Party, terminate the Order Agreement or any Service Instances that are materially impacted by a Force Majeure Event that endures for a continuous period of more than 90 days and this Order Agreement or the relevant Service Instances (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice). If the Supplier terminates a Service Instance in accordance with this clause 30.5, the provisions of clause 30.9 and 30.10 (*Partial Termination*) shall apply.

30.6 Without prejudice to Supplier's other rights or remedies, Supplier shall have the right to serve:

30.6.1 on the Ordering Party a written notice (copied to the Framework Authority) referring to this clause 30.6 if the Ordering Party fails to pay undisputed invoiced Charges relating to one or more Service Periods and such Charges have been due and payable by the Ordering Party for more than 90 days; and/or

30.6.2 on the Framework Authority a written notice (copied to the Ordering Party) referring to this clause 30.6 if the Framework Authority fails to pay undisputed invoiced Charges relating to one or more Service Periods and such Charges have been due and payable by the Framework Authority for more than 90 days,

(separately and/or together the "**Initial Notice**").

- 30.7 If the sums referenced in the Initial Notice remain unpaid for more than 30 days following the receipt of the Initial Notice by the relevant party, the Supplier may serve a further notice, stating the Supplier's intention to terminate the relevant Service Instance(s) provided under this Order Agreement, attaching the relevant Initial Notice and specifically referring to this clause 30.7 ("**Final Notice**"). Such Final Notice must be served on the Ordering Party and/or the Framework Authority (depending upon who was served the Initial Notice in accordance with clause 30.6), with a copy being sent to the other party.
- 30.8 If the Ordering Party and/or Framework Authority (as applicable) fails to pay such undisputed invoiced Charges within 30 days after receipt by the relevant party(ies) of the Final Notice the Supplier may, unless and until the Ordering Party and/or Framework Authority (as applicable) pays such undisputed invoiced Charges detailed in the relevant Initial Notice (or if the parties agree on a different amount, that amount), serve notice on the Ordering Party to terminate the Service Instance(s) to which the unpaid Charges referred to in the Final Notice relate with immediate effect. For the avoidance of doubt, any right of the Supplier to terminate any Service Instance(s) in accordance with clauses 30.4 to 30.7 lapses on payment by the Ordering Party and/or Framework Authority (as applicable) of the undisputed invoiced amounts. If the Supplier terminates a Service Instance in accordance with this clause 30.8, the provisions of clause 30.9 and 30.10 (*Partial Termination*) shall apply.

Partial Termination

- 30.9 Where either Party, rather than terminate the Order Agreement in its entirety, terminates a Service Instance or part of the relevant Service Instance only, including in accordance with clauses 30.2, 30.4 or 30.8 (a "**Partial Termination**"), clause 30.10 will apply.
- 30.10 The Parties shall agree the effect of any Change necessitated by a Partial Termination in accordance with the Variation Procedure, including the effect the Partial Termination may have on any other Service Instances, obligations under this Order Agreement and the Charges, provided that:
- 30.10.1 the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Termination Event; and
- 30.10.2 any adjustment to the Charges (if any) shall be calculated in accordance with schedule 4.1 (*Charges and Invoicing*) of the Framework Agreement.

31. CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

- 31.1 The provisions of clauses 9.3 and 9.4 (VAT), 9.5 and 9.6 (*Set-off and Withholding*), 11 (*Records, Reports & Audits*), 9.2 (*Income Tax and National Insurance Contributions*), 16 (*Intellectual Property Rights*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*), 23 (*Limitations on Liability*), 31 (*Consequences of Expiry or Termination*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 44 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), and the provisions of schedules 4.3 (*Audit Rights*), 5.3 (*Dispute Resolution Procedure*), 5.4 (*Reports and Records Provisions*), 5.5 (*Exit Management*) and schedule 4.1 (*Charges and Invoicing*) to the Framework Agreement and such other provisions which are expressly or by implication required to survive termination or expiry, shall survive expiry or the termination of this Order Agreement.
- 31.2 Termination of this Order Agreement shall result in the termination of all Service Instances under this Order Agreement as well.

Exit Management

- 31.3 The Parties shall comply with the provisions of schedule 5.5 (*Exit Management*) and any current Order Exit Plan in relation to transitioning the Services to the Replacement Services that will be undertaken by the Ordering Party or a Replacement Supplier.

Payments by the Ordering Party

- 31.4 Subject to clause 31.5 below, if this Order Agreement is terminated (in part or in whole) by the Ordering Party, or the Order Duration expires, the only payments that the Ordering Party shall be required to make as a result of such termination (whether by way of compensation or otherwise) are payments in respect of unpaid Charges for Services received up until the Termination Date.
- 31.5 If this Order Agreement is terminated in accordance with clause 30.3 before the expiry of the Order Agreement Initial Period, the Ordering Party shall be required to make payment of 50% of the outstanding Charges that were forecast to become due to the Supplier in respect of the terminated part of the Services from the Termination Date up until the end of the Order Agreement Initial Period.

Payments by the Supplier

- 31.6 Notwithstanding clause 31.5, in the event of termination or expiry of this Order Agreement, the Supplier shall repay to the Ordering Party and/or Framework Authority (as applicable) all Charges it has been paid in advance in respect of any Services not provided by the Supplier as at the date of expiry or termination.

SECTION J - MISCELLANEOUS AND GOVERNING LAW

32. COMPLIANCE

Health and Safety

- 32.1 The Supplier shall perform its obligations under this Order Agreement (including those in relation to the Services) in accordance with:
- 32.1.1 all applicable Law regarding health and safety; and
 - 32.1.2 any applicable aspects of the Health and Safety Policy whilst at the Ordering Party Premises.
- 32.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Ordering Party Premises of which it becomes aware and which relate to or arise in connection with the performance of this Order Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Equality and Diversity

- 32.3 The Supplier shall:
- 32.3.1 perform its obligations under this Order Agreement (including those in relation to the Services) in accordance with:
 - 32.3.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

- 32.3.1.2 the Ordering Party's equality and diversity policy as provided to the Supplier from time to time; and
- 32.3.1.3 any other requirements and instructions which the Ordering Party reasonably imposes in connection with any equality obligations imposed on the Ordering Party at any time under applicable equality Law; and
- 32.3.2 take all necessary steps, and inform the Ordering Party of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

- 32.4 The Supplier shall comply with the provisions of:
 - 32.4.1 the Official Secrets Acts 1911 to 1989; and
 - 32.4.2 section 182 of the Finance Act 1989.

33. ASSIGNMENT AND NOVATION

- 33.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Order Agreement without the prior written consent of the Ordering Party.
- 33.2 The Ordering Party may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Order Agreement and/or any associated licences to:
 - 33.2.1 any Central Government or NHS Body; or
 - 33.2.2 any Potential Ordering Party; or
 - 33.2.3 to a body other than a Central Government or NHS Body (including any private sector body) which performs any of the functions that previously had been performed by the Ordering Party,

and the Supplier shall, at the Ordering Party's request, enter into a novation agreement in such form as the Ordering Party shall reasonably specify in order to enable the Ordering Party to exercise its rights pursuant to this clause 33.2.

- 33.3 The Ordering Party may not assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Order Agreement and/or any associated licences to a body other than a Central Government Body (including any private sector body) without the consent of the Supplier (such consent not to be unreasonably withheld or delayed).
- 33.4 A change in the legal status of the Ordering Party such that it ceases to be a Central Government or NHS Body shall not (subject to clause 33.5) affect the validity of this Order Agreement and this Order Agreement shall be binding on any successor body to the Ordering Party.
- 33.5 If the Ordering Party assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Order Agreement to a body which is not a Central Government or NHS Body or if a body which is not a Central Government or NHS Body succeeds the Ordering Party (any such body a **"Successor Body"**), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Ordering Party under limb (e)(ii) of the definition of Supplier Termination Event (as if

references in that limb (e)(ii) to the Supplier and the Guarantor and references to a Party in the definition of Insolvency Event were references to the Successor Body).

34. WAIVER AND CUMULATIVE REMEDIES

- 34.1 The rights and remedies under this Order Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Order Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 34.2 Unless otherwise provided in this Order Agreement, rights and remedies under this Order Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

35. RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Order Agreement, nothing in this Order Agreement, nor any actions taken by the Parties pursuant to this Order Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

36. PREVENTION OF FRAUD AND BRIBERY

- 36.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Order Commencement Date:
- 36.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 36.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 36.2 The Supplier shall not during the term of this Order Agreement:
- 36.2.1 commit a Prohibited Act; and/or
 - 36.2.2 do or suffer anything to be done which would cause the Ordering Party or any of the Ordering Party's employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 36.3 The Supplier shall during the term of this Order Agreement:
- 36.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - 36.3.2 keep appropriate records of its compliance with its obligations under clause 36.3.1 and make such records available to the Ordering Party on request.

Prescribing Service's terms and conditions

- 36.4 The Supplier shall immediately notify the Ordering Party in writing if it becomes aware of any breach of clause 36.1 and/or 36.2, or has reason to believe that it has or any of the Supplier Personnel have:
- 36.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 36.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 36.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Order Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Order Agreement has committed or attempted to commit a Prohibited Act.
- 36.5 If the Supplier makes a notification to the Ordering Party pursuant to clause 36.4, the Supplier shall respond promptly to the Ordering Party's enquiries, co-operate with any investigation, and allow the Ordering Party to Audit any books, Records and/or any other relevant documentation in accordance with clause 11 (*Records, Reports & Audits*).
- 36.6 If the Supplier is in Default under clauses 36.1 and/or 36.2, the Ordering Party may by notice:
- 36.6.1 require the Supplier to remove from performance of this Order Agreement any Supplier Personnel whose acts or omissions have caused the Default; or
 - 36.6.2 immediately terminate this Order Agreement.
- 36.7 Any notice served by the Ordering Party under clause 36.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Ordering Party believes has committed the Prohibited Act and the action that the Ordering Party has elected to take (including, where relevant, the date on which this Order Agreement shall terminate).

37. CONFLICTS OF INTEREST

- 37.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier Personnel are placed in a position where (in the reasonable opinion of the Ordering Party) there is or may be an actual conflict, or potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Ordering Party (a "**Conflict of Interest**").
- 37.2 The Supplier shall promptly notify and provide full particulars to the Ordering Party if a Conflict of Interest arises or it is reasonably foreseeable that it will arise.
- 37.3 Following receipt of notice pursuant to clause 37.2, the Ordering Party may direct the Supplier as to the steps to take in respect of that Conflict of Interest and the Supplier shall comply with such directions.

38. SEVERANCE

- 38.1 If any provision of this Order Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Order Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Order Agreement shall not be affected.
- 38.2 In the event that any deemed deletion under clause 38.1 is so fundamental as to prevent the accomplishment of the purpose of this Order Agreement or materially alters the balance of risks and rewards in this Order Agreement, either Party may give notice to the other Party

Prescribing Service's terms and conditions

requiring the Parties to commence good faith negotiations to amend this Order Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Order Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

- 38.3 If the Parties are unable to agree on the revisions to this Order Agreement within five Working Days of the date of the notice given pursuant to clause 38.2, the matter shall be dealt with in accordance with paragraph 5 (*Commercial Negotiation*) of schedule 5.3 (*Dispute Resolution Procedure*) except that if the representatives are unable to resolve the Dispute within 30 Working Days of the matter being referred to them, this Order Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Order Agreement is terminated pursuant to this clause 38.3.

39. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Order Agreement.

40. ENTIRE AGREEMENT

- 40.1 This Order Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 40.2 Neither Party has been given, nor entered into this Order Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Order Agreement.
- 40.3 Nothing in this clause 40 shall exclude any liability in respect of misrepresentations made fraudulently.

41. THIRD PARTY RIGHTS

- 41.1 The Ordering Party may act as agent and trustee for each Service Recipient to enforce on behalf of the relevant Service Recipient(s) any provisions that confer a benefit on such Service Recipients and/or recover any Losses suffered by the Service Recipient(s) in connection with the breach of such provisions.
- 41.2 The rights and remedies (including warranties, representations and indemnities) in favour of the Ordering Party are intended by the Parties to confer a benefit on the Service Recipients as if the Service Recipients were a party to this Order Agreement.
- 41.3 Each Service Recipient may, with the Ordering Party's consent, enforce any term of this Order Agreement relating to the Supplier's obligations (including, without limitation, in respect of any indemnity or exclusion or limitation of liability in favour of the Ordering Party) in its own name as a third party beneficiary pursuant to CRTPA.
- 41.4 The Framework Authority may enforce any terms of this Order Agreement: a) in order to support any claim to recover Losses under the Framework Agreement; and/or (b) where it acts as agent or trustee of the Ordering Party and/or Service Recipients to enforce the terms.
- 41.5 Subject to the provisions above in this clause 41, a person who is not a Party to this Order Agreement has no right under the CRTPA to enforce any term of this Order Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Prescribing Service's terms and conditions

- 41.6 In order to enable the exercise of the rights conferred by this clause 41 (if required) the Ordering Party may share Confidential Information of the Supplier with the Service Recipients in accordance with clause 19.
- 41.7 Any third party rights granted under this provision are subject to the exclusions or limitations of liability in set out or referred to in clause 23 of this Order Agreement.
- 41.8 Any amendments or modifications to this Order Agreement may be made, and any rights created may be altered or extinguished, by the Parties without the consent of any third party beneficiary.

42. NOTICES

- 42.1 Any notices sent under this Order Agreement must be in writing.
- 42.2 Subject to clause 42.4, the following table sets out the method by which notices may be served under this Order Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending.	Dispatched as a legible document attachment to an email to the correct email address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

- 42.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Order Agreement:

	Supplier	Ordering Party
Contact:	[]	[]
Address:	[]	[]
Email:	[]	[]

Prescribing Service's terms and conditions

- 42.4 This clause 42 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under schedule 5.3 (*Dispute Resolution Procedure*)).

43. INDEXATION

- 43.1 Any amounts (other than Periodic Service Charges) expressed as being subject to indexation in this Order Agreement may have adjustments made on 1 April in each Contract Year (except for the first Contract Year) by the lower of:

43.1.1 the changes in the Consumer Prices Index (CPI) over the previous 12 months minus 0.5; or

43.1.2 2%.

- 43.2 The rules on indexation of Periodic Service Charges are set out in schedule 4.1 (*Charges and Invoicing*).

44. DISPUTES

- 44.1 The Parties shall resolve Disputes arising out of or in connection with this Order Agreement in accordance with the Dispute Resolution Procedure.

- 44.2 The Supplier shall continue to provide the Services in accordance with the terms of this Order Agreement until a Dispute has been resolved.

45. GOVERNING LAW AND JURISDICTION

- 45.1 This Order Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

- 45.2 Subject to clause 44 (*Disputes*) and schedule 5.3 (*Dispute Resolution Procedure*) (including the Ordering Party's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Order Agreement or its subject matter or formation.