TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

BESPOKE DIGITAL MENTAL HEALTH ASSESSMENT SOFTWARE

G CLOUD 15 - JANUARY 2026

NB: *For buyers within NHS Services, Psyomics operates under the Standard NHS Terms and Conditions for the Provision of Services, as set out below. Any request to use an alternative agreement would be subject to negotiation.*

The Customer	**[*Insert name and address of the Customer]***
The Supplier	**PSYOMICS LTD** **Company number** 09470381 **Registered office address** 7 Quy Court Colliers Lane, Stow-Cum-Quy, Cambridge, England, CB25 9AU
Date	**[*Insert date when signed by both parties*]**

This Contract is made on the date set out above subject to the terms set out in the schedules listed below ("**Schedules**"). The Customer and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Customer, and the Customer shall receive and pay for the Services on the terms of this Contract.

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

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule

Signed by the authorised representative of THE CUSTOMER

Name:		Signature:	
Position:			

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	……………………………………
Position:	…………………………………		

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

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

1.2 The optional Key Provisions at Clauses 9 to 12 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.

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

2 Term

2.1 This Contract shall commence on **[*DATE*] OR** [***the date of the second signature of this Contract***] (the "**Commencement Date**") and the Term of this Contract shall expire **[*insert date*]** years from the Commencement Date.

2.2 The Term may be extended in accordance with Clause 14.2 of Schedule 2.

3 Contract Managers

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

3.1.1 for the Customer:

[*insert name and role*]

3.1.2 for the Supplier:

[*insert name and role*].

4 Names and addresses for notices

4.1 Notices served under this Contract are to be delivered to:

4.1.1 for the Customer:

[*complete name and/or role and address*]

4.1.2 for the Supplier:

[*complete name and/or role and address*].

5 Management levels for escalation and dispute resolution

5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	**Customer representative**	**Supplier representative**
1	**[*Contract Manager*]**	**[*Contract Manager*]**
[*2*]	**[*insert role*]**	**[*insert role*]**
[*3*]	**[*insert role*]**	**[*insert role*]**

6 Order of precedence

6.1 Should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page of this Contract;

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 2: General Terms and Conditions;

6.1.4 Schedule 5: Specification and Tender Response Document;

6.1.5 Schedule 6: Commercial Schedule;

6.1.6 Schedule 3: Information Governance Provisions;

6.1.7 Schedule 4: Definitions and Interpretations;

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

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

7 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

7.1 The Parties acknowledge and agree that this Clause 8 of this Schedule 1 shall only apply where the Customer is an NHS Body.

7.2 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see Greener NHS »Suppliers (england.nhs.uk) (https://www.england.nhs.uk/greenernhs/get-involved/suppliers/)), as may be updated from time to time.

7.3 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 ("**Evergreen Supplier Assessment**"). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.

7.4 The Supplier has appointed [insert Supplier CEO, relevant Supplier board member or senior director] ("**Supplier Net Zero Corporate Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 8.1 and 8.3 of this Schedule 1 and any other net zero requirements forming part of this Contract. Without prejudice to the Customer's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.2 and 8.3 of this Schedule 1, the Customer may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Customer the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

7.5 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and

Tender Response Document forming part of this Framework Agreement and any Contracts ("**Net Zero and Social Value Contract Commitments**").

7.6 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports as agreed by the Parties which for the avoidance of doubt shall be no more frequent than annually.

7.7 The Supplier has appointed [insert Supplier CEO, relevant Supplier board member or senior director] ("**Supplier Net Zero and Social Value Contract Champion"**) who shall be responsible for overseeing the Supplier's compliance with Clauses 8.5 and 8.6 of this Schedule 1. Without prejudice to the Customer's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.5 and 8.6 of this Schedule 1, the Customer may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Customer the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Optional Key Provisions

8 Implementation phase ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

8.1 Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule **[*insert schedule number*]**.

9 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☐ (only applicable to the Contract if this box is checked and the dates are inserted in Clause 10.1 of this Schedule 1)

9.1 The Services Commencement Date shall be **[*the date that beseen goes live following completion of the implementation phase*]**.

10 Data Protection Protocol ☐ (only applicable to the Contract if this box is checked)

10.1 The Parties shall comply with their respective obligations under the Data Protection Protocol.

11 Purchase Orders ☐ (only applicable to the Contract if this box is checked)

11.1 The Customer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Customer under this Contract.

Schedule 2

General Terms and Conditions

Contents

1 Provision of Services

1.1 The Customer appoints the Supplier and the Supplier agrees to provide the Services:

1.1.1 within any time limits as may be set out in this Contract;

1.1.2 in accordance with all other provisions of this Contract;

1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;

1.1.4 in accordance with the Law and with Guidance;

1.1.5 in accordance with Good Industry Practice;

1.1.6 in accordance with the Policies; and

1.1.7 in a professional and courteous manner.

1.2 Where the Customer is an NHS Body, in complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

1.3 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document. Without limitation to the foregoing provisions of this Clause 1.3 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Customer. Once this is agreed, the Supplier shall comply with the full Implementation Plan.

1.4 The Supplier shall commence delivery of the Services on the Services Commencement Date.

1.5 The Supplier shall comply with its obligations set out in the Specification and Tender Response Document.

1.6 Each Party shall ensure that all relevant consents, authorisations, licences and accreditations required in connection with the provision of the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.

1.7 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term.

1.8 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Customer's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Customer (acting reasonably) to help the Customer deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Customer's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Customer's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.

1.9 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Customer. To qualify for such relief, the Supplier must notify the Customer promptly (and in any event within ten (10) Business Days) in writing of the occurrence of such act, omission, or default of the Customer together with the potential impact on the Supplier's obligations.

2 Cooperation with third parties

2.1 The Supplier shall, as reasonably required by the Customer, cooperate with other service providers to the Customer and/or any other third parties as may be relevant and proportionate in the provision of the Services.

3 Use of Customer equipment

3.1 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Customer for use by the Supplier:

3.1.1 shall be provided at the Customer's sole discretion;

3.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;

3.1.3 must be returned to the Customer within any agreed timescales for such return or otherwise upon the request of the Customer (acting reasonably); and

3.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Customer (acting reasonably) reimburse the Customer for any reasonable loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

4 Staff and Lifescience Industry Accredited Credentialing Register

4.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.

4.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.

4.3 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.

4.4 The Supplier shall:

4.4.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;

4.4.2 ensure that every member of Staff is properly and sufficiently trained and instructed;

4.4.3 ensure all Staff have the qualifications to carry out their duties;

4.4.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff; and

4.4.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff.

4.5 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:

4.5.1 are questioned concerning their Convictions; and

4.5.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.

4.6 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.

4.7 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Customer's prior written consent if:

4.7.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 4.5.1 of this Schedule 2;

4.7.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 4.5.2 of this Schedule 2; or

4.7.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 4.5.2 of this Schedule 2.

4.8 In addition to the requirements of Clause 4.5 to Clause 4.7 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:

4.8.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;

4.8.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and

4.8.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.

4.9 The Supplier shall ensure that the Customer is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Customer's written consent and with such safeguards being put in place as the Customer may reasonably request. Should the Customer withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.

4.10 The Supplier shall provide to the Customer any information that the Customer reasonably requests to enable the Customer to satisfy itself that the obligations set out in Clause 4.5 to Clause 4.9 of this Schedule 2 have been met.

4.11 Where relevant and unless otherwise confirmed by the Customer in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Customer (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

5 Business continuity

5.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Customer's business continuity plan where relevant to the provision of the Services.

5.2 Throughout the Term, the Supplier will use reasonable endeavours to ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

5.2.1 the criticality of this Contract to the Customer; and

5.2.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

5.3 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Customer and the size and scope of the Supplier's business operations. The Supplier shall within a reasonable period provide to the Customer, at the Customer's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 5.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Customer a copy of any updated or revised Business Continuity Plan within a reasonable period of any material update or revision to the Business Continuity Plan.

5.4 The Customer may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Customer to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Customer in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Customer into such Business Continuity Plan it will explain the reasons for not doing so to the Customer.

5.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Customer on such implementation.

5.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

6 The Customer's obligations

6.1 Subject to the Supplier providing the Services, the Customer will pay the Supplier for the Services in accordance with Clause 8 of this Schedule 2.

6.2 The Customer shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.

6.3 The Customer shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Customer of any such cooperation necessary in circumstances where such cooperation will require the Customer to plan for and/or allocate specific resources in order to provide such cooperation.

6.4 The Customer warrants and represents that:

6.4.1 it has full capacity and authority and all necessary consents to enter into and perform its obligations under this Contract; and

6.4.2 it is not aware of any individuals, either by virtue of being an employee of the Customer or of any Outgoing Supplier or of any subcontractor of Client or Outgoing Supplier, whose employment would transfer, by virtue of TUPE, to the Supplier, or a Sub-contractor, pursuant to or in relation to this Contract and/or the provision of the Services.

6.5 The warranty and representation set out in Clause 6.4.2 of this Schedule 2 is given on the Commencement Date and repeated throughout the Term. The Customer must notify the Supplier within ten (10) Business Days of any event or circumstances which would or might reasonably render the warranty and/or representation untrue or misleading, providing full details as appropriate.

7 Contract management

7.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Customer's Contract Manager.

7.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.

7.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Customer regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

7.3.1 details of the performance of the Supplier when assessed in accordance with the Service Levels since the last such performance report;

7.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

7.3.3 the information specified in the Specification and Tender Response Document;

7.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

7.3.5 such other information as reasonably required by the Customer.

7.4 Unless specified otherwise in the Specification and Tender Response Document, the Customer shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Customer in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Customer within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

7.5 The Supplier shall provide such management information as the Customer may request from time to time within ten (10) Business Days of the date of the request. The Supplier shall supply the management information to the Customer in such form as may be agreed between the Parties. Where requested to do so by the Customer (acting reasonably), the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body"**). The Supplier confirms and agrees that the Customer may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract provided that the Customer notifies the Supplier in advance of providing such information to the Third Party Body.

7.6 Upon receipt of management information supplied by the Supplier to the Customer and/or the Third Party Body, or by the Customer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Customer:

7.6.1 storing and analysing the management information and producing statistics; and

7.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.

7.7 If the Third Party Body and/or the Customer shares the management information or any other information provided under Clause 7.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Customer to such Contracting Authority, be informed of the confidential nature of that information by the Customer and shall be requested by the Customer not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

7.8 The Customer may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

8 Price and payment

8.1 The Contract Price shall be calculated and invoiced as set out in this Clause 8 and the Commercial Schedule.

8.2 Each invoice shall contain such information and be addressed to such individuals as the Customer may inform the Supplier from time to time.

8.3 The Contract Price is exclusive of VAT, which, if properly chargeable, the Customer shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

8.4 The Customer shall verify and pay each valid invoice received within thirty (30) days of receipt of such invoice at the latest. However, where the Customer is a Contracting Authority, it shall use its reasonable endeavours to pay such invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 8.4 of this Schedule 2, the invoice shall be regarded as valid for the purposes of this Clause 8.4 of this Schedule 2 after a reasonable time has passed.

8.5 Where the Customer raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. To avoid doubt, the Customer shall pay the disputed invoice in accordance with Clause 8.4 of this Schedule 2 pending resolution of the Dispute. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. In the event the process, in this Clause 8.5 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount should be refunded to the Customer, the Supplier shall reimburse such sum within a reasonable period following such determination.

8.6 Where the Customer is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Customer may invoice the Supplier for such sums. The Supplier shall verify and pay each valid invoice within thirty (30) days of receipt of such invoice. Each invoice shall contain such information and be addressed to such individuals as the Supplier may inform the Customer from time to time.

8.7 The Supplier reserves the right to set off any liability it has to the Customer against any other liability of the Customer to the Supplier, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this Contract.

8.8 If a Party fails to pay any sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

8.9 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier any sum properly die under this Contract within the timeframes set out in this Clause 8 of this Schedule 2, the Supplier may suspend all or part of the Services until payment has been made in full.

9 Warranties

9.1 The Supplier warrants that:

9.1.1 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;

9.1.2 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;

9.1.3 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law, Guidance, and/or Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;

9.1.4 receipt of the Services by or on behalf of the Customer and use of the deliverables or of any other item or information supplied or made available to the Customer as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

9.1.5 it will comply with all Law, Guidance and Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;

9.1.6 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;

9.1.7 where the Customer is an NHS Body, it shall comply with its Net Zero and Social Value Commitments and it shall provide to the Customer any information that the Customer may request as evidence of the Supplier's compliance with this Clause 9.1.7 of this Schedule 2;

9.1.8 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;

9.1.9 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract; and

9.1.10 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution.

9.2 The Supplier further warrants and undertakes to the Customer that it will inform the Customer in writing upon becoming aware that any of the warranties set out in this Clause 9 of this Schedule 2 have been breached.

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

10 Intellectual property

10.1 All Background Intellectual Property Rights are and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property Rights has derived).

10.2 All Foreground Intellectual Property Rights shall be owned by the Supplier and any right, title or interest which may be vested in the Customer is hereby assigned to the Supplier with the intent that all such Intellectual Property Rights shall be the sole and absolute property of the Supplier. The Customer has no right, title or interest in the Services, User Documentation and/or beseen other than the rights as licensee under this Contract.

10.3 The Supplier warrants to the Customer that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Customer as part of the Services.

10.4 Each Party hereby grants to the other Party a non-exclusive licence to use the Intellectual Property Rights owned or licensed by that Party for the purpose of the other Party carrying out its obligations and/or receiving the benefits of this Contract for the Term.

10.5 For the avoidance of doubt, the Customer shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, matter or any other output supplied to the Customer in any format as part of the Services.

10.6 The Customer agrees that the Supplier may use its name, generic or trading names (if different), logos and marks from time to time in connection with the Services. The Supplier agrees that the name of the Customer and the Customer's logo provided by the Customer to the Supplier for use in connection with the Services shall remain the property of the Customer.

10.7 The Customer shall immediately notify the Supplier of any actual, threatened or suspected infringement of any Intellectual Property Rights of the Supplier of which the Customer becomes aware. If any such claim is made to the Customer or the Supplier, the Customer shall, at the Supplier's request, immediately cease use of the Services.

11 Indemnity

11.1 Each Party shall be liable to the other Party for, and shall indemnify and keep the other Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

11.1.1 any injury or allegation of injury to any person, including injury resulting in death; and/or

11.1.2 any loss of or damage to property (whether real or personal),

that arise or result from the breaching Party's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the non-breaching Party.

11.2 Liability under Clause 11.1.1 of this Schedule 2 shall be unlimited. To avoid doubt, liability under Clause 11.1.2 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 12 of this Schedule 2.

11.3 In relation to all third party claims against a Party, which are the subject of any indemnity given by the other Party under this Contract, the non-breaching Party shall use its reasonable endeavours, upon a written request from the other Party, to transfer the conduct of such claims to that Party unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

11.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the non-breaching Party; and/or

11.3.2 relating to the Customer's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the breaching Party (to include, without limitation, the right of the non-breaching Party to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the breaching Party from the non-breaching Party).

12 Limitation of liability

12.1 Nothing in this Contract shall exclude or restrict the liability of either Party:

12.1.1 for death or personal injury resulting from its negligence;

12.1.2 for fraud or fraudulent misrepresentation; or

12.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.

12.2 Subject to Clauses 12.1, 12.3 and 12.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Customer to the Supplier for the Services.

12.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

12.3.1 extra costs incurred purchasing replacement or alternative services;

12.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

12.3.3 the costs of extra management time; and/or

12.3.4 loss of income due to an inability to provide health care services,

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

12.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.

12.5 If the total Contract Price paid or payable by the Customer to the Supplier over the Term:

12.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 12.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);

12.5.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds

(£5,000,000) at Clause 12.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);

12.5.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 12.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 12.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

12.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 12.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 12.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

12.6 Clause 12 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

13 Insurance

13.1 The Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, the following insurance arrangements:

Type of insurance required	Minimum cover
Employer's Liability	£5,000,000 (five million pounds)
Public Liability	£1,000,000 (one million pounds)
Professional Indemnity	£1,000,000 (one million pounds)

13.2 The Supplier shall from time to time and in any event within ten (10) Business Days of written demand provide documentary evidence to the Customer that insurance arrangements taken out by the Supplier pursuant to Clause 13 of this Schedule 2 are fully maintained.

14 Term and termination

14.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.

14.2 The Parties may agree to extend the Term on one or more occasions no less than three (3) months prior to the date on which this Contract would otherwise have expired.

14.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy, the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 14.4.2 of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed

Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

14.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

14.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

14.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 14.4.2 of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

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

14.4.1 not capable of remedy; or

14.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

14.5 Either Party may terminate this Contract forthwith by issuing a Termination Notice to the other Party if the other Party:

14.5.1 suffers an Insolvency Event; or

14.5.2 undergoes a Change of Control without the prior written consent of the other Party (the "**Affected Party**") (not to be unreasonably withheld or delayed) and the Affected Party shall be entitled to withhold such consent if, in the reasonable opinion of the Affected Party, the proposed Change of Control will have a material impact on the performance of this Contract or the reputation of the Affected Party.

14.6 Not less than three (3) months prior to the expiry or earlier termination of this Contract, the Parties shall develop and agree an exit plan consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. If the Parties cannot agree an exit plan in accordance with this Clause 14.6 of this Schedule 2 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

15 Consequences of expiry or early termination of this Contract

15.1 Upon expiry or earlier termination of this Contract, the Customer agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.

15.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:

15.2.1 each Party shall comply with its obligations under any agreed exit plan;

15.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Customer shall be delivered by each Party to the other Party (as applicable) provided that a Party shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

15.2.3 any Personal Data Processed by a Party on behalf of the other Party shall be returned to the other Party or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

15.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 15.2 of this Schedule 2 for the period set out in Clause 21.1 of this Schedule 2.

15.4 The Supplier shall provide reasonable co-operation to the Customer or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract.

15.5 Immediately upon expiry or earlier termination of this Contract any licence entered into in accordance with the Key Provisions shall automatically terminate.

15.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

15.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

16 Complaints

16.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

16.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

17 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

17.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

17.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;

17.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and

17.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 17.1.2 of this Schedule 2.

Modern slavery

17.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:

17.2.1 the Modern Slavery Act 2015 ("**Slavery Act**"); and

17.2.2 the Customer's anti-slavery policy as provided to the Supplier by the Customer from time to time ("**Anti-Slavery Policy**").

17.3 The Supplier shall:

17.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;

17.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Customer from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

17.3.3 upon request from the Customer, prepare and deliver to the Customer each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

17.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Customer;

17.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and

17.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this Clause 17 of this Schedule 2.

17.4 The Supplier undertakes on an ongoing basis that:

17.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;

17.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Customer from time to time are complete and accurate; and

17.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

(i) has been convicted of any offence involving slavery or trafficking; or

(ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Customer in writing in accordance with Clause 17.5 of this Schedule 2.

17.5 The Supplier shall notify the Customer as soon as it becomes aware of:

17.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

17.5.2 any actual or suspected slavery or trafficking in its supply chain.

17.6 If the Supplier notifies the Customer pursuant to Clause 17.5 of this Schedule 2, it shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

17.7 If the Supplier is in breach of Clause 17.3 of this Schedule 2 or the undertaking at Clause 17.4 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Customer may by written notice require the Supplier to remove from performance of any contract or framework agreement with the Customer (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach.

Further corporate social responsibility requirements

17.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

17.9 The Supplier shall meet reasonable requests by the Customer for information evidencing the Supplier's compliance with the provisions of this Clause 17 of this Schedule 2.

18 Change management

18.1 Subject to Clause 18.2 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of each Party.

18.2 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.

19 Dispute resolution

19.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Customer requests in writing that the Supplier does not do so).

19.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Customer shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 19.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

19.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next levels until all levels have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

19.4 If the procedure set out in Clause 19.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties, shall act reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 19.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

19.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 19.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Customer and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

19.6 Nothing in this Contract shall prevent:

19.6.1 the Customer taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or

19.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

19.7 Clause 19 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

20 Force majeure

20.1 Neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

20.2 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

20.3 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

20.4 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

20.5 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

20.6 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

20.7 If a Party is prevented from performance of its obligations as a result of a Force Majeure Event, the other Party may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate the Services affected by the Force Majeure Event by issuing a Termination Notice to the affected Party.

20.8 Following such termination in accordance with Clause 20.7 of this Schedule 2 and subject to Clause 20.9 of this Schedule 2, neither Party shall have any liability to the other.

20.9 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 20.7 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

21 Records retention and right of audit

21.1 Subject to any statutory requirement, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.

21.2 Each Party shall have the right to audit the other Party's compliance with this Contract no more frequently than once per annum. Each Party shall permit or procure permission for the other Party or its authorised representative during normal business hours having given advance written notice of no less than ten (10) Business Days, access to appropriate premises and facilities, books and records reasonably required to audit the other Party's compliance with its obligations under this Contract.

21.3 Each Party shall provide reasonable cooperation to the other Party, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.

21.4 Each Party shall provide all reasonable information as may be reasonably requested by the other Party to evidence the other Party's compliance with the requirements of this Contract.

22 Conflicts of interest and the prevention of fraud

22.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of this Contract. The Supplier will disclose to the Customer full particulars of any such conflict of interest which may arise.

22.2 Each Party shall take all reasonable steps to prevent Fraud by its Staff. A Party shall notify the other Party immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

23 Equality and human rights

23.1 The Supplier shall:

23.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

23.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Customer in light of the Customer's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Customer considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

23.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 23 of this Schedule 2.

23.2 The Supplier shall meet reasonable requests by the Customer for information evidencing the Supplier's compliance with the provisions of Clause 23 of this Schedule 2.

24 Notice

24.1 Subject to Clause 19.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

24.2 A notice shall be treated as having been received:

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

24.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or

24.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

25 Assignment, novation and Sub-contracting

25.1 Subject to Clauses 25.2 to 25.4 below, and save as expressly provided in this Contract, neither Party may assign, charge or dispose of (whether in whole or in part) any of its rights or obligations under this Contract.

25.2 Where the Customer is an NHS Body, it may assign all or part of its rights and obligations hereunder to a statutory successor.

25.3 Neither Party may assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract to another body only without the prior written consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

25.4 The Supplier may sub-contract the whole or any part or parts of the Services with the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed).

26 Prohibited Acts

26.1.1 The Parties warrant and represent that they have not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

(i) offered, given or agreed to give any officer or employee of the Customer any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the other Party or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the other Party; or

(ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party; and

26.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

26.2 If either Party is in breach of this Clause 27 of this Schedule 2, the other Party may terminate this Contract in accordance with Clause 14 of this Schedule 2 and recover the amount of any loss resulting from the termination.

27 General

27.1 ***No partnership or agency:*** Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.

27.2 ***Waiver:*** Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right. The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

27.3 ***Severability:*** Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

27.4 ***No reliance on representations*****:** Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

27.5 ***Costs:*** Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.

27.6 ***Rights and remedies:*** The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 27.6 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.

27.7 ***Third party rights:*** Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.

27.8 ***Entire agreement:*** This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Customer relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud.

27.9 ***Non-solicitation:*** The Customer shall not, without the prior written consent of the Supplier, at any time from the Commencement Date to the expiry of twelve (12) months after the termination or expiry of this Contract, solicit or entice away (or attempt to solicit or entice away) from the Supplier any period who is, or has been, employed or engaged by the Supplier in the provision of the Services.

27.10 ***Law:*** This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

27.11 ***Jurisdiction:*** Subject to Clause 19 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.

27.12 ***Communications:*** All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of this Clause 1 of this Schedule 3 shall not apply to any Confidential Information:

(i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;

(ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

(iii) which is authorised for disclosure by the prior written consent of the Discloser;

(iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or

(v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 Nothing in this Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").

1.3 Subject to Clause 1.4 of this Schedule 3, the Recipient may disclose the Discloser's Confidential Information:

1.3.1 on a confidential basis, to any consultant, contractor or other person engaged by the Recipient;

1.3.2 to any relevant party for the purpose of the examination and certification of the Customer's accounts;

1.3.3 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;

1.3.4 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or

1.3.5 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the relevant Party making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

1.4 The Customer shall not disclose any of the Supplier's commercially sensitive information (including, but not limited to, pricing information), under Clause 1.3 of this Schedule 3 or otherwise, without the Supplier's prior written approval.

1.5 Each Party shall not, and shall ensure that its staff do not, use any of the other Party's Confidential Information received otherwise than for the purposes of performing its obligations in this Contract.

1.6 Clause 1 of this Schedule 3 shall remain in force:

1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.

2.3 The Supplier and the Customer shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Customer under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection toolkit;

2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;

2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines;

2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);

2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;

2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;

2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Customer from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in this Clause 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

3 Freedom of Information and Transparency

3.1 The Parties acknowledge and agree that the provisions of this Clause 3 of this Schedule 3 shall only apply where the Customer is a Contracting Authority.

3.2 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.3 The Customer agrees:

3.3.1 before making any disclosure and promptly after receiving the request, notify the Supplier of the receipt of such request and of the nature and extent of the information covered by the request;

3.3.2 following notification under Clause 3.3.1 of this Schedule 3, the Supplier may make representations to the Customer as to whether and on what basis the requested information is covered by an exemption in the FOIA, Codes of Practice and Environmental Regulations and should not therefore be disclosure, including, where relevant, the balance of the public interests in disclosure and non-disclosure ("**Representations**"). The Customer shall reasonably consider any Representations before reaching a determination on whether it is obliged to disclose the requested information. However, the

Parties acknowledge that it is the Customer (having full regard to any applicable guidance or codes issued by the Information Commissioner) to determine whether it is obliged to disclose the Requested Information under the FOIA, Codes of Practice and Environmental Regulations, including where the public interest lies in relation to the disclosure; and

3.3.3 if the Customer determines that it is obliged to disclose the requested information, it shall notify the Supplier of this decision not less than twenty-four (24) hours in advance of the disclosure being made.

3.4 The Supplier shall assist and cooperate with the Customer to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.4.1 that this Contract and any recorded information held by the Supplier on the Customer's behalf for the purposes of this Contract are subject to the obligations and commitments of the Customer under the FOIA, Codes of Practice and Environmental Regulations;

3.4.2 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Customer as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Customer;

3.4.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Customer) and will promptly (and in any event within two (2) Business Days) transfer the request to the Customer;

3.4.4 that the Customer, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and

3.4.5 to assist the Customer in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Customer within five (5) Business Days of that request and without charge.

3.5 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

3.6 In preparing a copy of this Contract for publication under Clause 3.5 of this Schedule 3, the Customer shall consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Customer's discretion (acting reasonably).

3.7 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

3.8 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall use reasonable endeavours to procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:

4.1.1 notify the Customer forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Customer's information governance Policies; and

4.1.2 provide reasonable co-operation with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Customer and shall provide full information as may be reasonably requested by the Customer in relation to such audits, investigations and assessments.

Schedule 4

Definitions and Interpretations

1 Definitions

1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

"Actual Services Commencement Date"	means the date the Supplier actually commences delivery of the Services;
"Anti-Slavery Policy"	has the meaning given under Clause 17.2.2 of Schedule 2;
"Background Intellectual Property Rights"	means any Intellectual Property Rights owned or licensed by a Party prior to the Commencement Date or developed other than in connection with this Contract that are used in connection with this Contract;
"Breach Notice"	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
"Business Continuity Event"	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including a pandemic and any Force Majeure Event;
"Business Continuity Plan"	means the Supplier's business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
"Business Day"	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
"beseen"	means the Supplier's tool for the provision of digital mental health assessment for adults aged 18-65 years and Children and Young People under 18 years with possible mental health needs;
"beseen Report"	has the meaning given to it in Clause 4 of Schedule 5;
"Change of Control"	means: (i) any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change of Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation; or (ii) where the Party is a NHS Trust, NHS Foundation Trust or NHS body, any change in the ability to control that NHS

	Foundation Trust, NHS Trust or NHS body by virtue of the Party entering into any franchise, management or other agreement or arrangement, including any statutory or non-statutory merger or acquisition, under the terms of which the control over the management of the relevant NHS Foundation Trust, NHS Trust or NHS body is conferred on another person;
"Codes of Practice"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Commercial Schedule"	means the document set out at Schedule 6;
"Confidential Information"	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) concerning the business or affairs of the disclosing Party, including information relating to the disclosing Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers; (c) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (d) Policies and such other documents which the Supplier may obtain or have access to through the Customer's intranet;
"Contract"	means the form of contract at the front of this document and all schedules attached to the form of contract;
"Contracting Authority"	means any contracting authority as defined in section 2 of the Procurement Act 2023 (or any replacement or amendment to the Procurement Act 2023), other than the Customer;
"Contract Manager"	means for the Customer and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 7.1 of Schedule 2;
"Contract Price"	means the price exclusive of VAT that is payable to the Supplier by the Customer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
"Convictions"	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and

	binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to the Rehabilitation of Offenders Act 1974);
"Customer"	means the customer named on the form of Contract on the first page;
"Data Protection Legislation"	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
"Data Protection Protocol"	means any document of that name as provided to the Supplier by the Customer (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
"Dispute(s)"	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
"Dispute Resolution Procedure"	means the process for resolving Disputes as set out in Clause 19 of Schedule 2;
"Eligibility Criteria"	means the eligibility criteria for use of beseen as applied by the Customer and described in Schedule 5;
"Environmental Regulations"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Equality Legislation"	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
"EU References"	shall have the meaning given to the term in Clause 1.17 of this Schedule 4;

"Evergreen Supplier Assessment"	shall have the meaning given to the term in Clause 8.3 of Schedule 1;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Exit Requirements"	means the Customer's exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
"FOIA"	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
"Force Majeure Event"	means any event beyond the reasonable control of the Party in question to include, without limitation: (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party's ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment; (g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen; (h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and (i) a failure in the Supplier's and/or Customer's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in

	accordance with this definition had it been suffered by one of the Parties;
"Foreground Intellectual Property Rights"	means any Intellectual Property Rights excluding Background Intellectual Property Rights that arise or are obtained or developed by, or by a contractor on behalf of, either or both Parties in connection with this Contract. To avoid doubt, the Foreground Intellectual Property Rights of the Supplier shall include (but not be limited to) any modifications, updates or new releases of beseen, the Services, the User Documentation and the source code as well as any output and data collected, generated or generated through beseen;
“Fraud”	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;
“Guidance”	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Customer and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency, the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
“Implementation Plan”	means the implementation plan, if any, referred to in the Key Provisions;
“Implementation Requirements”	means the Customer’s implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
"Insolvency Event"	means the occurrence of any of the following events: (a) a petition being presented or an order being made or a meeting being convened to consider the passing of a

	resolution or any other action being taken for or with a view to the winding-up a Party; (b) an order being made for the administration of a Party; (c) a Party entering into liquidation whether compulsorily or voluntarily (except for the purposes of reconstruction of a solvent company); (d) a Party stopping or threatening to stop payments to its creditors generally; (e) a Party ceasing or threatening to cease trading; (f) a Party being deemed for the purpose of Section 123 of the Insolvency Act 1986 to be unable to pay its debts or admitting in writing its inability to pay its debts as they become due or otherwise becoming or being declared by any competent authority to be or declaring itself to be insolvent; (g) a Party convening a meeting of its creditors with a view to proposing or making any assignment, arrangement or composition with or for the benefit of its creditors or any class or group thereof; or (h) an administrative receiver or a receiver being appointed of all or any part of the undertaking, property or assets of a Party; or (i) a Party being subject to the Trust Special Administration process in Section 65 of the NHS Act 2006;
“Intellectual Property Rights”	means all patents, rights to inventions, copyright and related rights, trade marks, service marks and trade names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, rights in confidential information (including Know How) and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Key Provisions”	means the key provisions set out in Schedule 1;
"Know How"	means all inventions, improvements, modifications, processes, formulae, models, prototypes and sketches, drawings, plans or specifications or any other matters made, devised, developed or discovered by any member of either Party, alone or with one or more others;
“Law”	means all applicable law, statutes, statutory instruments, enactments, orders, directives, regulations or other instruments

	and provisions having the force of law in force from time to time;
"Licence"	means the licence granted by the Supplier to the Customer in respect of the beseen;
“Losses”	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
“Net Zero and Social Value Commitments”	means the Supplier’s net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
“Net Zero and Social Value Contract Commitments”	shall have the meaning given in Clause 8.5 of Schedule 1;
“NHS”	means the National Health Service;
“NHS Body”	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"Outgoing Supplier"	means, the supplier(s) (other than the Supplier) and/or any subcontractor of that supplier(s) who provided the Services (or services similar to those Services) to the Customer immediately prior to the Commencement Date;
“Party”	means the Customer or the Supplier as appropriate and Parties means both the Customer and the Supplier;
“Personal Data”	shall have the same meaning as set out in the UK GDPR;
“Policies”	means the policies, rules and procedures of the Customer as provided to the Supplier from time to time;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
“Purchase Order”	means the purchase order required by the Customer’s financial systems, if a purchase order is referred to in the Key Provisions;
“Remedial Proposal”	has the meaning given under Clause 14.3 of Schedule 2;
“Service Level(s)”	means the service level(s) as set out in Schedule 5;
“Services”	means the grant of the Licence by the Supplier for the Customer’s use of beseen and associated services (where applicable) as set out in this Contract;

“Services Commencement Date”	means the date delivery of the Services shall commence following completion of the implementation phase as specified in the Key Provisions;
“Slavery Act”	has the meaning given in Clause 17.2.1 of Schedule 2;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
“Sub-contractor”	means a party to a Sub-contract other than the Supplier;
“Supplier”	means Psyomics Ltd as named on the form of Contract on the first page;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Net Zero Corporate Champion”	shall have the meaning given to the term in Clause 8.4 of Schedule 1;
“Supplier Net Zero and Social Value Contract Champion”	shall have the meaning given to the term in Clause 8.7 of Schedule 1;
“Term”	means the term as set out in the Key Provisions;
"Territory"	means the territory in which the beseen can be used as described in Appendix 1 to Schedule 5;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Third Party Body”	has the meaning given under Clause 7.5 of Schedule 2;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive

	(77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
"User Documentation"	means all printed and digital materials including any user manuals, operating manuals, help files, user reference documentation, technical information and materials which assist or supplement the use and understanding of the Services;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.

4.12 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.

4.13 References in this Contract to a “Schedule”, “Appendix”, “Paragraph” or to a “Clause” are to schedules, appendices, paragraphs and clauses of this Contract.

4.14 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.

4.15 The headings are for convenience only and shall not affect the interpretation of this Contract.

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

4.17 Where a term of this Contract provides for a list of one or more items following the word “including” or “includes” then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

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

4.19 Where there is an obligation on the Customer to procure any course of action from any third party, this shall mean that the Customer shall use its reasonable endeavours to procure such course of action from that third party.

4.20 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice (“**Receiving Party**”) may ask the Party that issued the Breach Notice (“**Issuing Party**”) to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

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

1.16 For the avoidance of doubt, and to the extent not prohibited by any Law, the term “expenses” (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.

1.17 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

i. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

ii. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Specification and Tender Response Document

1 Scope of Services

1.1 The Supplier shall provide a Licence for the Customer to use beseen in accordance with the licensing terms in Appendix 1 to this Schedule 5. beseen is a comprehensive patient-report mental health pre-assessment tool, collecting rich biopsychosocial data that mirrors information required for a standard psychiatric consultation.

1.2 To avoid doubt, the Services shall be provided by the Supplier on a solely digital basis.

2 Roadmap

2.1 Each Party shall contribute to an agreed and prioritised development roadmap detailing the areas of increased functional coverage of mutual benefit. The roadmap, and any concrete development output will be co-produced with customers (patients, clinicians and managers).

3 Training, education and research

3.1 Training will reflect clinical needs. Outcomes of these activities and programmes will be targeted towards positively influencing and benefitting health outcomes for patients and to service development.

3.2 Training, education and research activities undertaken during the Contract will comply with national research and ethics guidance.

3.3 Research and publication opportunities will be raised between the Supplier and the Customer on an ongoing basis.

3.4 The Customer shall ensure the engagement of senior representatives of the Customer in the implementation and continued product development of beseen.

4 Use of the beseen Platform

4.1 The Parties acknowledge and agree that the assessment process is as follows:

4.1.1 Clinical and Healthcare Professionals of the Customer triage patients to assess (or supervise staff who decide) their suitability to use beseen and refer appropriate patients who meet the Eligibility Criteria;

4.1.2 The Customer invites eligible patients to complete beseen’s online questionnaire in their own time (outside of mental health appointments). Patients will be asked to agree to the Supplier's data privacy policy; and other consent statements.

4.1.3 the beseen Report is generated following the completion of the patient reported questionnaire, and subject to the Customer and other commissioners agreeing (if applicable) with the Supplier an appropriate data sharing agreement, the beseen Report will be sent to an email address as specified by the Customer.

4.1.4 the beseen Report contains individual patient self-reported responses in a question and answer format, in addition to the scores obtained for each validated measure

4.1.5 the Customer has sole clinical responsibility for reviewing the report and making a clinical decision on any additional assessments or treatments required;

4.1.6 [beseen will be developed to provide assessment reports into the Electronic Patient Record in use via NHS compliant standards, or via development with third party EPR providers.]

5 Care Pathway

5.1 A document outlining the agreed care pathway will be agreed between the Supplier and the Customer during the implementation phase.

5.2 The Customer maintains all clinical responsibility and oversight for patients.

6 Population covered and populations needs

6.1 The Customer hereby acknowledges and confirms that it has clinical responsibility for individuals it invites to participate in the Services and that reports generated by the Supplier as part of the Services are for clinicians' information only and do not amount to diagnosis of clinical conditions.

6.2 The Customer shall not refer individuals who do not meet the Eligibility Criteria.

6.3 The Customer shall inform individuals who meet the Eligibility Criteria using the information provided by the Supplier and shall triage such individuals and refer appropriate individuals to the Service.

6.4 The assessment outlined in this specification is for people who meet the following Eligibility Criteria:

6.4.1 Adults aged 18-65 years or Children and Young People under 18 years but older than five years, and eligible for mental health services provided by the Customer and:

(i) presenting with potential mental health conditions and will in all probability accurately complete beseen (e.g. do not have a significant cognitive impairment/have a Parent/Carer or Guardian who can complete on their behalf for those under 13 years);

(ii) are not actively in crisis; and

(iii) understand and read English to a proficient level.

7 Outcomes

7.1 The core objectives of beseen are as follows:

7.1.1 use beseen to enhance patient care by improving the accuracy, consistency, and efficiency of mental health assessment for the Customer;

7.1.2 reduce clinician time during assessment, allowing them to build a care plan and start treatment faster;

7.1.3 improve efficiency within service delivery;

7.1.4 support internal and onward referrals; and

7.1.5 support population health management.

8 Reporting

8.1 The following Service Levels shall apply to the Services and shall be reported on monthly by the Supplier:

Service Level	Metric	Baseline
System Availability	% of time the solution is available for use (excluding excused performance e.g. agreed maintenance)	99.5%
Report Production	Time from completion of assessment to receipt of report	90% within 1 hour
Service Request Response	Resolution time for requests	5 Business Days
Recovery Time Objective (in normal office hours)	The amount of time to recover the service to usual operations following an outage	+4 hours recovery
Recovery Point Objective (in normal office hours)	Maximum data to be recovered following the restoration of the service	24 hours
Patients referral to beseen	Number of patients sent the link to beseen	to be agreed with customer
Patients started beseen referral	Number of people creating beseen account	to be agreed with customer
Patients completing beseen referral	Number of clinical reports completed and sent	to be agreed with customer
Referral source	Where referrals to beseen are originating from	to be agreed with customer
Patient feedback	Number of patients with a positive experience of beseen	to be agreed with customer

8.2 The Service Levels may be varied upon mutual agreement in writing by the Parties.

8.3 Baseline data is requested by the Supplier within the first month following commencement of the Services.

8.4 Customer collected data is requested by the Supplier and provided by the Customer on a monthly basis throughout the Term.

9 Applicable Standards

9.1 Clause 9.2 of this Schedule 5 shall only apply in the event the Customer is an NHS Body.

9.2 To the extent applicable, the Supplier shall comply with the following requirements and standards during the Term:

9.2.1 Digital Technology Assessment Criteria (DTAC);

9.2.2 DCB0129: Clinical Risk Management: its Application in the Manufacture of Health IT Systems; and

9.2.3 DCB0160: Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems.

9.3 The Supplier shall ensure that any Supplier system which holds Personal Data complies with:

9.3.1 the National Cyber Security Centre's (NCSC) information risk management guidance, available at https://www.ncsc.gov.uk/collection/risk-management collection;

9.3.2 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice;

9.3.3 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles; and

10 Publicity

10.1 The Customer agrees to cooperate with the Supplier and associated communications agencies to provide press support for the launch of the partnership between the Parties.

10.2 The Customer shall provide quotes for inclusion in a press release that will be jointly issued between the Customer and the Supplier in connection with the partnership launch, in a timely manner to enable the press release to be issued on schedule.

10.3 The Customer agrees that it shall work with the Supplier to provide customer references, case studies and testimonials.

Appendix 1 to Schedule 5

Licensing of beseen

1 Licensing of beseen

1.1 In consideration of the Customer paying the Contract Price in full and complying with its obligations under this Contract in all material respects, the Supplier hereby grants the Customer a personal, non-transferable, non-exclusive, non-sublicensable Licence to use the beseen for the Term and solely for the purposes of this Contract.

1.2 The Licence granted under this Contract shall immediately cease on termination or expiry of this Contract and the Customer must immediately cease using beseen in any manner whatsoever.

1.3 The Licence granted by the Supplier shall be in accordance with Table 1 of this Appendix 1 to Schedule 5.

2 User Documentation

2.1 At the time of the grant of access to the beseen, the Supplier will grant to the Customer a non-exclusive, non-transferable licence (without the right to grant sub-licences) to use the User Documentation in electronic format in accordance with the terms and conditions of this Contract for the Term.

2.2 The Supplier may from time to time give the Customer access to copies of any amended, revised or supplementary User Documentation during the Term.

2.3 The Customer acknowledges that the User Documentation contains important information regarding the Services and agrees to comply with the rules for use as set out in the User Documentation.

3 Maintenance of beseen

3.1 The Customer acknowledges that the Supplier may be required to perform maintenance operations, which may affect the continuous operation or functioning of the Services.

3.2 The Supplier will attempt to provide the Customer with notice of the maintenance downtime, except when circumstances beyond the control of the Supplier prevent it from doing so.

4 Updates and new releases

4.1 During the Term:

4.1.1 the Supplier may make available updates and/or new releases for beseen for the Customer; and

4.1.2 the Customer must accept and use any update or new release that the Supplier makes available, unless otherwise agreed by the Parties (acting reasonably).

4.2 If the Customer is required to install the update or new release, the Customer must do so in accordance with any instructions provided by the Supplier, and the Customer is responsible for interoperability of the update or new release with other software programs owned or licensed by the Customer.

4.3 Subject to Clause 4.2 of this Appendix 1 to Schedule 5, if the Customer decides not to use the update or new release then the Customer acknowledges and agrees that:

4.3.1 subsequent updates or new releases may not operate with beseen; and

4.3.2 the Supplier may cease to provide Services for that release of beseen from the release date of that update or new release, and thereafter:

(i) beseen may have its usefulness reduced over time; and/or

(ii) the Supplier may not be able to remedy any defects in beseen.

4.4 This Contract will continue to apply to beseen containing any installed update or new release which will be deemed to be beseen for the purpose of this Contract.

5 Customer warranties and responsibilities

5.1 The Customer warrants to the Supplier that in receiving the Services, the Customer will:

5.1.1 act at all times to protect the value in the Services and ensure that the Intellectual Property Rights and other proprietary rights in the Services are not infringed in any way;

5.1.2 comply with the directions of the Supplier in relation to the receipt of the Services;

5.1.3 only benefit from receipt of the Services in an environment that complies with the Designated Operating Environment requirements (unless otherwise agreed by the Parties in writing); and

5.1.4 immediately cease to benefit from receipt of the Services in every manner whatsoever upon expiration or termination of this Contract or upon an earlier written request by the Supplier which is not inconsistent with this Contract.

5.2 During the Term, the Customer shall ensure that any data collection is accurate and completed contemporaneously and that data submissions to the Supplier are accurate and undertaken regularly to a standard that can be used for evaluation of the Services and research (where appropriate).

5.3 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to data subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a data protection supervisory authority) arising out of or in connection with any breach by the Customer of its obligation at Clause 5.2 of this Appendix 1 to Schedule 5 and all amounts paid or payable by Supplier to a third party which would not have been paid or payable had the Customer not breached these terms.

6 Customer restrictions

6.1 Other than as permitted by Law or provided for in this Contract, or with the express written consent of the Supplier, the Customer must not:

6.1.1 copy, alter, modify, adapt or reproduce beseen;

6.1.2 merge any part of beseen with any other software;

6.1.3 reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of beseen;

6.1.4 itself, nor may it permit others to sell, rent, lease, sub-license, lend, assign, time-share, distribute or otherwise make beseen available to any third party;

6.1.5 redistribute beseen to unauthorised third parties, in whole or in part, including but not limited to, extensions or components;

6.1.6 make any attempt to circumvent the technological measures that control access to or use of beseen;

6.1.7 redistribute any beseen registration number/licence authorisation files, developer licence files or access codes to unauthorised third parties;

6.1.8 use beseen to transfer or exchange any material where such transfer or exchange is prohibited by Law;

6.1.9 remove, alter, obscure or deface any:

(i) patent, copyright, trade mark, or proprietary rights notices of the Supplier or its licensors;

(ii) trade mark, service mark, get up, logo or branding, proprietary or restricted use legend; or

(iii) disclaimer, warning, instruction or advisory notice,

which are contained in or affixed to beseen, User Documentation or any other materials provided under this Contract; or

6.1.10 do anything that would prejudice the Supplier's right, title or interest in beseen.

6.2 The Customer will:

6.2.1 ensure that access to beseen is limited to users at the Customer;

6.2.2 if the Customer discovers that anyone who has access to beseen is assisting directly or indirectly in the development, design, or enhancement of software that overlaps with any beseen (and the Supplier has not provided advance written consent for such activity), it shall promptly discontinue such access or ensure that such activity is terminated; and

6.2.3 notify the Supplier promptly in writing if the Customer discovers any person or entity has obtained non-permitted access to beseen.

7 Availability of the Services

7.1 The Customer acknowledges that the Services may be supplied over communications links and other networks and that the Supplier relies on the availability of those links and networks.

7.2 The Supplier will use commercially reasonable steps to make sure that those links and networks are available but makes no warranty that the Services will be continually available and excludes all liability for loss or damage if the Services cannot be provided because of the unavailability of the links or networks.

7.3 In no event will the Supplier be liable to the Customer for loss of data or the inability to retrieve data, resulting from or incidental to the use of the Services, and the Supplier does not accept responsibility for any interference or damage to the Customer's computer systems or data which arises in connection with the provision of the Services.

8 Use of the beseen Service

8.1 The Customer agrees to the following terms with respect to the use of beseen:

8.1.1 **Instructions for Use:** The Customer will use the beseen service only in accordance with its instructions for use (including with respect to installation of the software and user training, where applicable), as set forth in the User Documentation.

8.1.2 **[Testing:** Upon implementation, the Customer will test beseen in accordance with the instructions and the terms of this Contract. The Customer will perform such testing in a non-production directory environment and confirm that the testing indicates no unresolved failures or signs of improper implementation before using beseen in a production directory.]

8.1.3 **Updates:** The Customer will install all required updates impacting beseen that are made available to the Customer by the Supplier.

8.1.4 **Recalls**: If at any time the Supplier determines it is appropriate to recall any part of beseen, the Customer will cooperate with such action, which may include the Supplier modifying or disabling functionality of beseen.

8.1.5 **Labelling:** The Customer will not substantively change any labelling for beseen that is provided by the Supplier or otherwise promote its use in a manner inconsistent with beseen's intended use.

8.1.6 **Clinical Judgement:** beseen never serves as a substitute for a clinician's professional experience, judgement and decision-making. Clinicians should always exercise appropriate clinical judgement.

9 Clinical Interface

9.1 beseen is intended for use by trained personnel to use as they provide care. The Customer expressly acknowledges and agrees it is not a substitute for competent human intervention and judgement. Accordingly, in using beseen the Customer will, and will ensure that users of beseen:

9.1.1 enter and read information accurately and completely;

9.1.2 ensure that users are properly trained;

9.1.3 be responsible for configuration and connection decisions;

9.1.4 confirm the accuracy and relevance of information in the same manner as if it were in paper form;

9.1.5 report to the Supplier, as soon as reasonably practicable, all suspected service incidents and other issues that the Customer knows or should know could adversely affect patient care;

9.1.6 take all reasonable measures to avoid or mitigate harm that could be caused by service incidents or other issues. Mitigation steps include immediately alerting all relevant users and educating them about the problem, implementing safeguard procedures, and deploying alternate workflows or functionality (which may include turning off affected functionality), and promptly installing related updates;

9.1.7 [reasonably test for and assure itself of accuracy, completeness, appropriateness, and compliance of functionality and content before the Customer releases them or authorise their release into a production environment;]

9.1.8 maintain, train users on, and carry out disaster recovery and system unavailability procedures that will permit users to preserve patient care quality in the event of beseen unavailability; and

9.1.9 use beseen only in accordance with the User Documentation and applicable standards of good medical practice.

<u>10 Indemnities</u>

10.1 The Parties recognise that many factors, including the provider-patient relationship, can affect outcomes and related claims. Accordingly, the Customer will indemnify the Supplier from any claim by or on behalf of any patient of Customer or a user or from a third party claiming damage due to a relationship with such a patient if such claim in any way arises out of or relates to clinical care or clinical outcomes.

10.2 To the extent the indemnification described above is prohibited by the Law, the Customer agrees that the Customer and users shall:

10.2.1 operate beseen accurately and in accordance with the requirements of this Contract;

10.2.2 use beseen in accordance with the User Documentation; and

10.2.3 satisfy each of the responsibilities listed in Clause 8 of this Appendix 1 to Schedule 5 above,

and the Customer agrees to accept full responsibility for all losses that are incurred by any failure of itself and/or any users to comply with this Clause 10.2 of this Appendix 1 to Schedule 5 or as a result of any other default by itself and/or any user(s).

<u>11 Use of de-identified data</u>

11.1 The Supplier may collect, de-identify and aggregate the data collected by or stored in beseen ("**De-Identified Data**"). The Supplier may use, reproduce and modify the De-Identified Data for other purposes including (but not limited to) research, product improvement, combining it with other data from other entities and publishing high level aggregated anonymised data, provided that such use does not disclose the identify or personal data of any individual to which such data relates.

<u>12 Exclusions</u>

12.1 To the fullest extent permitted by Law, the supplier expressly excludes any warranty that:

12.1.1 the Services will be error free;

12.1.2 the Services will operate without interruption;

12.1.3 the Supplier will correct all errors or defects in the Services;

12.1.4 the Services will be compatible with any hardware, software or data not supplied by the Supplier; or

12.1.5 any Services will meet the Customer’s requirements.

12.2 The Supplier excludes all liability for loss or damage in relation to any clinical liability pursuant to Clauses 8 and 9 of Schedule 5.

Table 1

Designated Operating Environment	***[Insert any Customer operating system requirements required to operate beseen]***
Territory	Use by the Customer only within the United Kingdom.
Number of authorised users	***[Insert maximum number of users]***

Schedule 6

Commercial Schedule

1 Contract Price

1.1 Subject to Clause 1.2 of this Schedule 6, the Customer shall pay the Contract Price as set out in Table 1.

Table 1

Contract Year	**Annual Contract Price [inclusive] OR [exclusive] of VAT**
1	***[insert]***
2	***[insert]***
3	***[insert]***
4	***[insert]***
5	***[insert]***

For the purposes of this Schedule 6, "**Contract Year**" shall mean the period of one calendar year from the Commencement Date and all subsequent years.

1.2 The Supplier shall invoice the Customer for the ***[full]*** Contract Price (including for VAT) ***[annually***] in advance. The Customer shall pay the Contract Price within thirty (30) days of the date of the relevant invoice.

1.3 On each anniversary of the Commencement Date, the Supplier may adjust the Contract Price in accordance with ***[the annual NHS cost uplift percentage]*** and such adjustment shall be effective from the date of the relevant anniversary of the Commencement Date. The Supplier shall notify the Customer in writing of any such changes within a reasonable period.

1.4 To avoid doubt, the Customer shall be responsible for all costs related to integration of beseen with its electronic patient record (EPR) or other IT system as well as any cost implications of changes to that system.