**VARIATION AGREEMENT**

**BETWEEN**

1. [NHS Commissioning Board (trading as "**NHS England**")/ NHS [insert name] Clinical Commissioning Group] (the “**Commissioner**”); and
2. The parties set out at Schedule 1 (the "**Contractors**");

each a "**Party**" and together the "**Parties**".

**RECITAL**

(A) The Parties to this Agreement are parties to contracts for the provision of primary medical services.

(B) The Parties agree to vary the Contracts (as defined below) on the terms set out in this Agreement.

**AGREED TERMS**

# COMMENCEMENT

## This Agreement shall take effect on the date of the last signature.

## The Variations set out in this Agreement will take effect on [date OR [the date 28 days after the date of the last signature]**[[1]](#footnote-1)** (the "**Variation Date"**).

# Contracts

## As at the date immediately before the Variation Date, each of the Contractors is a party to at least one of the contracts indicated in Schedule 1 (the "**Contracts**").

# Variation

## In consideration of each Party accepting the variation set out in this Agreement, each Party agrees with effect from the Variation Date:

### the Contracts will be amended to include each Contractor as a party to each Contract; [**[[2]](#footnote-2)**and

### any future variation to the Contracts shall be executed by the following individual(s), on behalf of the Contractors:

#### [insert name];

#### [insert name];

#### [insert name];

## [Any variation to the Contracts executed pursuant to clause 3.1.2 shall be limited to the Scope set out in clause 4 below.][[3]](#footnote-3)

## The Parties agree that the Contracts shall remain fully effective as varied by this Agreement.

## Each Contractor confirms:

### their agreement to be bound by the terms of each of the Contracts; and

### their intention to operate as a partnership in relation to performance of the Contracts.

# [Scope of the variation

## [ ]]

# GMS Contracts

## If:

### a Contract listed in Schedule 1 is a GMS contract; and

### immediately prior to the Variation Date, the Contractor listed in relation to that Contract in column 4 of the table in Schedule 1 of this Agreement is a single individual medical practitioner,

### then this Agreement and the information contained in Schedule 2 of this Agreement constitutes notification to the Commissioner under that Contract of the intention to enter into partnership.

## This Agreement also constitutes confirmation by the Commissioner that the relevant Contract is to continue with the partnership with effect from the Variation Date.

## If a Contract listed in Schedule 1 is a GMS contract for which the Contractor immediately prior to the Variation Date was already a partnership, this Agreement and the information contained in Schedule 2 of this Agreement constitute notification to the Commissioner under the Contract of new partners joining that partnership.

# FUTURE CONTRACTOR changes

## The Parties acknowledge that the Contractors listed in Schedule 1 may change as individual partners join or leave from the partnership operated by the Contractors. Accordingly, the Parties agree that the Contractors shall use the notification form in Schedule 3 of this Agreement to notify any change of partners to the Commissioner in relation to all of the Contracts held by the Contractors. In doing so, the Parties agree that any such notification will operate as a further variation to each Contract and in particular:

### by signing such notification, any leaving Partner will be released from their obligations under the Contracts as from the date stated in that notification; and

### by signing such notification, any new partner agrees to be bound by the terms of the Contracts as from the date stated in that notification.

## [For the avoidance of doubt, the parties named in clause 3.1.2 cannot sign on behalf of a new or leaving partner in a notification of the intention of that new or leaving partner to join or leave the partnership.][[4]](#footnote-4)

# RIGHTS OF THIRD PARTIES

## A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

# Counterparts

## This Agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

# Governing LAW AND JURISDICTION

## This Agreement shall be considered as an agreement made in England and shall be subject to the laws of England.

## The Parties agree that, in relation to any dispute in connection with this Agreement, the relevant dispute resolution provisions of the relevant Contract will apply. If those provisions do not apply, the courts of England shall have exclusive jurisdiction in relation to the dispute.

## **IN WITNESS WHEREOF** the Parties have signed this Agreement below and in Schedule 1.

|  |  |  |
| --- | --- | --- |
| |  |  | | --- | --- | | Signed by **[insert name]**  for and on behalf of [NHS Commissioning Board/ NHS [insert name] Clinical Commissioning Group on behalf of NHS Commissioning Board] | ……………………………………………………….  Signature | |

SCHEDULE 1

**CONTRACTS AND CONTRACTORS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Practice name and address** | **Contract Type (GMS, PMS, APMS)** | **Contract Start Date** | **Pre-variation parties to the Contract (other than NHS England/CCG)** | **Signature** | **Date of Signature** |
| *EXAMPLE: Rosewood Medical Centre, High Street, Newtown, HG0 16NT* | *EXAMPLE: GMS* | *EXAMPLE: 1 April 2004* | *EXAMPLE: John Smith* |  |  |
| *EXAMPLE: Jane Doe* |  |  |
| *EXAMPLE: Fred Bloggs* |  |  |
| [insert] | [insert] | [insert] | [insert] |  |  |
| [insert] | [insert] | [insert] | [insert] |  |  |

**SCHEDULE 2**

**NOTIFICATION TO THE COMMISSIONER**

|  |  |
| --- | --- |
| 1. The names of the person(s) in the proposed partnership: | All persons listed in column 4 of the table in Schedule 1 to this Agreement. |
| 1. Will the partnership be a limited partnership? | [Yes / No] |
| If yes, who is a limited and who is a general partner? | [List who is limited and who is general] |
| 1. Confirm that the proposed partner(s) is/are either:    1. a medical practitioner; or    2. a person who satisfies the conditions specified in section 86(2)(b)(i) to (iv) of the NHS Act 2006 (persons eligible to enter into GMS contracts). | [Confirm that each proposed partner is a medical practitioner or a person who satisfies the conditions specified in the NHS Act.] |
| 1. Confirm that the proposed partner(s) satisfies the conditions imposed by regulations 5 and 6 of the NHS (General Medical Services Contracts) Regulations 2015. | [Confirm that each proposed partner satisfies the conditions imposed by regulations 5 and 6 of the NHS (General Medical Services Contracts) Regulations 2015] |
| 1. The proposed date from which this change is to be implemented: | The Variation Date as set out in this Agreement |

**SCHEDULE 3**

**FORM OF NOTIFICATION FOR FUTURE PARTNERSHIP CHANGES**

In accordance with Clause 6 of this Agreement, the Contractors agree that after the Variation Date any subsequent changes to the partners in their partnership will be notified to the Commissioner using the following form:

|  |  |
| --- | --- |
| 1. Partnership name: | [Insert name] |
| 1. Contracts affected: | All contracts listed in column 4 of the table in Schedule 1 to the Variation Agreement dated [insert date of the Variation Agreement in which this form is contained]. |
| 1. The names of any person(s) joining the partnership: | [Insert names] |
| 1. Will the new partner(s) be a limited partner? | [Yes / No] |
| If yes, who is a limited and who is a general partner? | [List who is limited and who is general] |
| 1. Where any of the contracts are GMS contracts, confirm that the proposed new partner(s) is/are either:    1. a medical practitioner; or    2. a person who satisfies the conditions specified in section 86(2)(b)(i) to (iv) of the NHS Act 2006 (persons eligible to enter into GMS contracts). | [Confirm that each proposed partner is a medical practitioner or a person who satisfies the conditions specified in the NHS Act.] |
| 1. Where any of the contracts are GMS contracts, confirm that the proposed partner(s) satisfies the conditions imposed by regulations 5 and 6 of the NHS (General Medical Services Contracts) Regulations 2015. | [Confirm that each proposed partner satisfies the conditions imposed by regulations 5 and 6 of the NHS (General Medical Services Contracts) Regulations 2015] |
| 1. Date on which the new partner(s) join the partnership: | [Insert date] |
| 1. The names of any person(s) leaving the partnership: | [Insert names] |
| 1. Date on which the leaving partner(s) leave the partnership: | [Insert date] |
| 1. Signed by each new partner: | I agree to be bound by the terms of the primary medical contracts held by the partnership:  Signature:………………………………………………..  Name:……………………………………………………. |
| 1. Signed by each leaving partner: | Signature:…………………………………………………  Name:……………………………………………………... |
| 1. Signed by or on behalf of the continuing partners: | [If clause 3.1.2 was used in the variation agreement this may be signed by the authorised signatories on behalf of the rest of the partners.] |
| 1. Date of notice: | [Insert date once signed by all parties] |

1. The wording "28 days after the date of the last signature" **must** be used if Clause 5 (GMS Contracts) applies. This is a regulatory requirement. [↑](#footnote-ref-1)
2. An optional clause to be included where appropriate and agreement by the Contractors [↑](#footnote-ref-2)
3. Include this clause if clause 3.1.2 is used, otherwise delete. [↑](#footnote-ref-3)
4. This clause must be included if clause 3.1.2 is used, otherwise delete. [↑](#footnote-ref-4)