****

**NHS Standard Contract 2022/23**

**Particulars (Shorter Form)**

***Contract title / ref:***

Prepared by: NHS Standard Contract Team, NHS England

[england.contractshelp@nhs.net](mailto:england.contractshelp@nhs.net)

(please do not send contracts to this email address)

Version number: 1

First published: March 2022

Publication Approval Number: PAR907

|  |  |
| --- | --- |
| **Contract Reference** |  |
| **DATE OF CONTRACT** |  |
| **SERVICE COMMENCEMENT DATE** |  |
| **CONTRACT TERM** | **[ ] years/months commencing**  **[ ]**  **[(or as extended in accordance with Schedule 1C)]** |
| **COMMISSIONERS**  *Note: contracts signed before the formal establishment of the relevant successor ICB(s) must list and be signed on behalf of the relevant CCGs* | **[ ] CCG/ICB (ODS [ ])** |
| **CO-ORDINATING Commissioner**  *See GC10* | **[ ]** |
| **PROVIDER** | **[ ] (ODS [ ])**  **Principal and/or registered office address:**  **[ ]**  **[Company number: [ ]** |

# CONTENTS

**PARTICULARS**

**SCHEDULES**

[**SCHEDULE 1 – SERVICE COMMENCEMENT**](#_Toc343591378) **AND CONTRACT TERM** (Schedule 1B Intentionally Omitted)

A. [Conditions Precedent](#_Toc343591379)

C. Extension of Contract Term

[**SCHEDULE 2 – THE SERVICES**](#_Toc343591381) (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

1. [Service Specifications](#_Toc343591382)

Ai. Service Specifications – Enhanced Health in Care Homes

1. [Indicative Activity Plan](#_Toc343591383)
2. [Essential Services](#_Toc343591385)
3. [Other Local Agreements, Policies and Procedures](#_Toc343591388)
4. [Transfer of and Discharge from Care Protocols](#_Toc343591392)
5. [Safeguarding Policies](#_Toc343591393) and Mental Capacity Act Policies

[**SCHEDULE 3 – PAYMENT**](#_Toc343591394)

1. Local Prices
2. Local Variations
3. Local Modifications
4. Expected Annual Contract Values

[**SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS**](#_Toc343591399)

[**SCHEDULE 5 – INTENTIONALLY OMITTED**](#_Toc343591408)

[**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**](#_Toc343591415)(Schedules 6B, 6D, 6E Intentionally Omitted)

1. [Reporting Requirements](#_Toc343591418)
2. [Incidents Requiring Reporting Procedure](#_Toc343591420)

F. Provider Data Processing Agreement

[**SCHEDULE 7 – PENSIONS**](#_Toc343591415)

**SCHEDULE 8 – TUPE**

**SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)**

SC1 Compliance with the Law and the NHS Constitution

SC2 Regulatory Requirements

SC3 Service Standards

SC4 Co-operation

SC5 Commissioner Requested Services/Essential Services

SC6 Choice and Referrals

SC8 Making Every Contact Count and Self Care

SC10 Personalised Care

SC11 Transfer of and Discharge from Care

SC12 Communicating With and Involving Service Users, Public and Staff

SC13 Equity of Access, Equality and Non-Discrimination

SC15 Urgent Access to Mental Health Care

SC16 Complaints

SC17 Services Environment and Equipment

SC18 Green NHS

SC21 Infection Prevention and Control

SC23 Service User Health Records

SC24 NHS Counter-Fraud Requirements

SC25 [Other Local Agreements, Policies and Procedures](#_Toc343591388)

SC28 Information Requirements

SC29 Managing Activity and Referrals

SC30 Emergency Preparedness, Resilience and Response

SC32 Safeguarding Children and Adults

SC33 Incidents Requiring Reporting

SC34 Care of Dying People

SC35 Duty of Candour

SC36 Payment Terms

SC37 Local Quality Requirements

ANNEX A National Quality Requirements

**GENERAL CONDITIONS**

**(General Conditions 6-7, 34-35 intentionally omitted)**

GC1Definitions and Interpretation

GC2 Effective Date and Duration

GC3Service Commencement

GC4 Transition Period

GC5 Staff

GC8 Review

GC9 Contract Management

GC10 Co-ordinating Commissioner and Representatives

GC11 Liability and Indemnity

GC12 Assignment and Sub-Contracting

GC13 Variations

GC14 Dispute Resolution

GC15 Governance, Transaction Records and Audit

GC16 Suspension

GC17 Termination

GC18 Consequence of Expiry or Termination

GC19 Provisions Surviving Termination

GC20 Confidential Information of the Parties

GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency

GC22 Intellectual Property

GC23 NHS Identity, Marketing and Promotion

GC24 Change in Control

GC25 Warranties

GC26 Prohibited Acts

GC27 Conflicts of Interest and Transparency on Gifts and Hospitality

GC28 Force Majeure

GC29 Third Party Rights

GC30 Entire Contract

GC31 Severability

GC32 Waiver

GC33 Remedies

GC36 Notices

GC37 Costs and Expenses

GC38 Counterparts

GC39 Governing Law and Jurisdiction

**Definitions and Interpretation**

**CONTRACT**

**Contract title:** ……………………………………………………….

**Contract ref:** ……………………………………………………..….

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations)*;
2. the **Service** **Conditions (Shorter Form)**, as published by NHS England from time to time at: [https://www.england.nhs.uk/nhs-standard-contract/](https://www.england.nhs.uk/nhs-standard-contract/;);
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.

Each Party acknowledges and agrees

(i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and

(ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

**IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below**

| **SIGNED by** | **……………………………………………………….**  **Signature** |
| --- | --- |
| **[INSERT AUTHORISED SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT COMMISSIONER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

**[INSERT AS ABOVE FOR EACH COMMISSIONER]**

| **SIGNED by** | **……………………………………………………….**  **Signature** |
| --- | --- |
| **[INSERT AUTHORISED**  **SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT PROVIDER NAME]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

|  |  |  |  |
| --- | --- | --- | --- |
| **SERVICE COMMENCEMENT AND CONTRACT TERM** | |  | |
| **Effective Date**  *See GC2.1* | | **[The date of this Contract] [*or as specified here*]** | |
| **Expected Service Commencement Date**  *See GC3.1* | |  | |
| **Longstop Date**  *See GC4.1* | |  | |
| **Contract Term** | | **[ ] years/months commencing**  **[ ]**  **[(or as extended in accordance with Schedule 1C)]** | |
| **Commissioner option to extend Contract Term**  *See Schedule 1C, which applies only if YES is indicated here* | | **YES/NO** | |
| **Notice Period (for termination under GC17.2)** | | **[ ] months** | |
| **SERVICES** | |  | |
| **Service Categories** | | **Indicate all categories of service which the Provider is commissioned to provide under this Contract.**  *Note that certain provisions of the Service Conditions and Annex A to the Service Conditions apply in respect of some service categories but not others.* | |
| **Continuing Healthcare Services (including continuing care for children) (CHC)** | |  | |
| **Community Services (CS)** | |  | |
| **Diagnostic, Screening and/or Pathology Services (D)** | |  | |
| **End of Life Care Services (ELC)** | |  | |
| **Mental Health and Learning Disability Services (MH)** | |  | |
| **Patient Transport Services (PT)** | |  | |
| **GOVERNANCE AND REGULATORY** |  | |
| **Provider’s Nominated Individual** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Information Governance Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Data Protection Officer (if required by Data Protection Legislation)** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Caldicott Guardian** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Senior Information Risk Owner** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Accountable Emergency Officer** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Safeguarding Lead (children) / named professional for safeguarding children** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Safeguarding Lead (adults) / named professional for safeguarding adults** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Child Sexual Abuse and Exploitation Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Mental Capacity and Liberty Protection Safeguards Lead** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider’s Freedom To Speak Up Guardian(s)** | **[ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **CONTRACT MANAGEMENT** |  | |
| **Addresses for service of Notices**  *See GC36* | **Co-ordinating Commissioner: [ ]**  **Address: [ ]**  **Email: [ ]**  **Commissioner: [ ]**  **Address: [ ]**  **Email: [ ]**  **Provider: [ ]**  **Address: [ ]**  **Email: [ ]** | |
| **Commissioner Representative(s)**  *See GC10.2* | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** | |
| **Provider Representative**  *See GC10.2* | **[ ]**  **Address: [ ]**  **Email: [ ]**  **Tel: [ ]** | |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

| 1. Evidence of appropriate Indemnity Arrangements 2. [Evidence of CQC registration (where required)] 3. [Evidence of the Provider Licence (where required)] 4. [Copies of the following Sub-Contracts signed and dated and in a form approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]* 5. [Insert text locally] |
| --- |

1. **Extension of Contract Term**

*To be included only in accordance with the Contract Technical Guidance. Either include the text below or delete it and state Not Applicable.*

1. The Commissioners may opt to extend the Contract Term by [ ] months/year(s).
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than [ ] months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
   1. only once, and only on or before the date referred to in paragraph 2 above;
   2. only by all Commissioners; and
   3. only in respect of all Services
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

| **Insert text locally as required** |
| --- |

**SCHEDULE 2 – THE SERVICES**

**Ai. Service Specifications – Enhanced Health in Care Homes**

*This Schedule will be applicable, and should be included in full, where the Provider has a role in delivering the Enhanced Health in Care Homes care model in collaboration with local PCNs. For other providers, delete the text below and insert Not Applicable.*

*Indicative requirements marked YES are mandatory requirements for any Provider of community physical and mental health services which is to have a role in the delivery of the EHCH care model.*

*Indicative requirements marked YES/NO will be requirements for the Provider in question if so agreed locally – so delete as appropriate to indicate requirements which do or do not apply to the Provider.*

|  |
| --- |
| **1.0** **Enhanced Health in Care Homes Requirements** |
| **1.1** **Primary Care Networks and other providers with which the Provider must**  **cooperate**  [ ] PCN (acting through lead practice [ ]/other)  [ ] PCN (acting through lead practice [ ]/other)  [other providers]  **1.2** **Indicative requirements**   |  |  | | --- | --- | | Have in place a list of the care homes for which it is to have responsibility , agreed with the relevant CCG/ICB as applicable. | YES | | Have in place a plan for how the service will operate, agreed with the relevant CCG(s)/ICB(s) as applicable, PCN(s), care homes and other providers [listed above], and abide on an ongoing basis by its responsibilities under this plan. | YES | | Have in place and maintain in operation, in agreement with the relevant PCN(s) and other providers [listed above], a multidisciplinary team (MDT) to deliver relevant services to the care homes. | YES | | Have in place and maintain in operation, protocols between the care home and with system partners for information sharing, shared care planning, use of shared care records and clear clinical governance. | YES | | Participate in and support ‘home rounds’ as agreed with the PCN as part of an MDT. | YES/NO | | Operate, as agreed with the relevant PCNs, arrangements for the MDT to develop and refresh as required a personalised care and support plan with people living in care homes, with the expectation that all personalised care and support plans will be in digital form with effect from no later than 31 March2023.  Through these arrangements, the MDT will:   * aim for the plan to be developed and agreed with each new resident within seven Operational Days of admission to the home and within seven Operational Days of readmission following a hospital episode (unless there is good reason for a different timescale); * develop plans with the person and/or their carer; * base plans on the principles and domains of a Comprehensive Geriatric Assessment including assessment of the physical, psychological, functional, social and environmental needs of the person including end of life care needs where appropriate; * draw, where practicable, on existing assessments that have taken place outside of the home and reflecting their goals; and * make all reasonable efforts to support delivery of the plan. | YES/NO | | Work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows. | YES/NO | | Work with the PCN to support discharge from hospital and transfers of care between settings, including giving due regard to NICE Guideline 27 (<https://www.nice.org.uk/guidance/ng27>). | YES/NO |   **1.3** **Specific obligations**  [*To include details of care homes to be served*] |

**SCHEDULE 2 – THE SERVICES**

1. **Indicative Activity Plan**

| **Insert text locally in respect of one or more Contract Years or state Not Applicable** |
| --- |

1. **Essential Services (NHS Trusts only)**

| **Insert text locally or state Not Applicable** |
| --- |

1. **Other Local Agreements, Policies and Procedures**

| **Insert details / web links as required or state Not Applicable** |
| --- |

1. **Transfer of and Discharge from Care Protocols**

| **Insert text locally as required or state Not applicable** |
| --- |

1. **Safeguarding Policies and Mental Capacity Act Policies**

| **Insert text locally as required** |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Local Prices**

| **Insert template in respect of any departure from an applicable national currency; insert text and/or attach spreadsheets or documents locally** |
| --- |

1. **Local Variations**

*For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS England (available at:* *[www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices](http://www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices)) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.*

| **Insert template; insert any additional text and/or attach spreadsheets or documents locally or state Not Applicable** |
| --- |

1. **Local Modifications**

*For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS England (available at:* [*www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices*](http://www.england.nhs.uk/pay-syst/national-tariff/locally-determined-prices)*). For each Local Modification application granted by NHS England, copy or attach the decision notice published by NHS England. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets*.

| **Insert template; insert any additional text and/or attach spreadsheets or documents locally or state Not Applicable** |
| --- |

**D. Expected Annual Contract Values**

| **Insert text locally (for one or more Contract Years) or state Not Applicable**  *(Specify the proportion of the Expected Annual Contract Value to be invoiced each month, in accordance with SC36.21.)*  *(In order to be able to demonstrate compliance with the Mental Health Investment Standard and with national requirements for increased investment in Primary Medical and Community Services, ensure that the indicative values for the relevant services are identified separately below. Guidance on the definitions which apply in relation to the Mental Health Investment Standard is available at* [*https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/*](https://www.england.nhs.uk/publication/mental-health-investment-standard-mhis-categories-of-mental-health-expenditure/)  *Guidance on investment in primary and community services will be published separately on* [*FutureNHS*](https://future.nhs.uk/system/login?login=Y) *in due course.)* |
| --- |

# SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

| **Quality Requirement** | **Threshold** | **Method of Measurement** | **Applicable Service Specification** |
| --- | --- | --- | --- |
| **Insert text and/or attach spreadsheet or documents locally** |  |  |  |

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

|  | **Reporting Period** | **Format of Report** | **Timing and Method for delivery of Report** |
| --- | --- | --- | --- |
| **National Requirements Reported Centrally** |  |  |  |
| 1. As specified in the Data Alliance Partnership Board Schedule of Approved Collections published on the NHS Digital website at <https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections>   where mandated for and as applicable to the Provider and the Services | As set out in relevant Guidance | As set out in relevant Guidance | As set out in relevant Guidance |
| **National Requirements Reported Locally** |  |  |  |
| 1. Activity and Finance Report *(note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.22)* | [For local agreement, not less than Quarterly] | [For local agreement] | [For local agreement] |
| 1. Service Quality Performance Report, detailing performance against National Quality Requirements, Local Quality Requirements and the duty of candour | [For local agreement, not less than Quarterly] | [For local agreement] | [For local agreement] |
| 1. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| 1. Summary report of all incidents requiring reporting | [For local agreement, not less than annually] | [For local agreement] | [For local agreement] |
| **Local Requirements Reported Locally** |  |  |  |
| **Insert as agreed locally** |  |  | The Provider must submit any patient-identifiable data required in relation to Local Requirements Reported Locally via the Data Landing Portal in accordance with the Data Landing Portal Acceptable Use Statement.  [Otherwise, for local agreement] |

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

1. **Incidents Requiring Reporting Procedure**

|  |
| --- |
| **Procedure(s) for reporting, investigating, and implementing and acting on insights derived from: (1) Serious Incidents (where applicable) (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents** |
| **Insert text locally** |

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

**F. Provider Data Processing Agreement**

|  |
| --- |
| **Where the Provider is to act as a Data Processor, insert text locally (mandatory template drafting ‘Schedule 6F Provider Data Processing Agreement’ available via** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**).**  **If the Provider is not to act as a Data Processor, state Not Applicable** |

# SCHEDULE 7 – PENSIONS

|  |
| --- |
| **Insert text locally (from ‘NHS Standard Contract fair deal for staff pensions draft template schedule 7 and accompanying guidance’** [**http://www.england.nhs.uk/nhs-standard-contract/**](http://www.england.nhs.uk/nhs-standard-contract/)**) or state Not Applicable** |

# SCHEDULE 8 – TUPE\*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
   1. any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
   2. any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person’s working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person’s detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
   3. any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to conduct a process to select a provider of any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE but excluding the requirement to provide details of employee identity as set out in Regulation 11(2)(a)) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner’s request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
   1. terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
   2. increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
   3. propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;
   4. replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
   5. assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
   1. the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
   2. claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
   3. any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

**COSOP** means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000, available at <https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector>

**TUPE** meansthe Transfer of Undertakings (Protection of Employment) Regulations 2006

**\****Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

© Crown copyright 2022

First published March 2022

Published in electronic format only