NHS England

Seasonal Influenza Collaboration Agreement: directed at general practices that wish to collaborate to deliver influenza only vaccination clinics in line with the seasonal influenza and childhood influenza enhanced service specifications 2025/26

Version 1.0

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Contents

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2025-2026 Seasonal Influenza Collaboration Agreement

INTRODUCTION

The purpose of this Seasonal Influenza Vaccination Collaboration Agreement (this "**Agreement**") is to support the delivery of the individual and collective responsibilities of the Collaborating Practices as part of the influenza vaccination programme as set out in the:

- 2025/26 Seasonal Influenza Vaccination Programme Enhanced Service Specification (the "**Adult and At-risk Influenza ES**") (as amended from time to time); and/or

- 2025/26 Childhood Influenza Vaccination Programme Enhanced Service Specification (the "**Childhood Influenza ES**") (as amended from time to time).

Signatories to this Agreement are referred to as "Collaborating Practices" which are primary medical services providers which hold GMS, PMS or APMS contracts ("**Contracts**") and will have signed up to and are responsible for delivering the requirements of the Adult and At-risk Influenza ES and/or the Childhood Influenza ES.

The Collaborating Practices wish to work together to enable a collaborative approach to the delivery of the requirements of the Adult and At-risk Influenza ES and/or the Childhood Influenza ES either as part of their Primary Care Network or a group of practices to deliver the seasonal influenza vaccination programme. It is recognised that successful delivery will require strong relationships and the creation of an environment of trust and collaboration. This Agreement seeks to support those relationships for the purpose of delivering the requirements of the Adult and At-risk Influenza ES and/or the Childhood Influenza ES.

This Agreement does not set a precedent for future years.

This Agreement supplements and operates in conjunction with the Collaborating Practices' existing Contracts and the respective obligations under these Contracts continue.

References in this Agreement to the "**Commissioner**" are to NHS England.

This Collaboration Agreement operates independently from any arrangements agreed by any or all of the Practices as part of their arrangements (where applicable) for the delivery of the COVID-19 and Seasonal Influenza vaccines by co-administration and/or synergistic delivery arrangements.

COLLABORATING PRACTICES

The Collaborating Practices are:

Name and address of Collaborating Practice	Name of signatory	Signature of signatory and date of signature

In this Agreement, "**we**" or "**us**" means all Collaborating Practices.

AGREED TERMS

COMMENCEMENT AND STATUS

1. This Agreement sets out how we will work together to deliver the requirements of the:

   a) [Adult and At-risk Influenza ES; and/or

   b) Childhood Influenza ES to eligible patients].

2. This Agreement will be effective on the date that it is signed by all of the Collaborating Practices (the "**Commencement Date**") and will continue, unless terminated earlier in accordance with this Agreement until the expiry of the [Adult and At-risk influenza ES and the Childhood Influenza ES].

3. Each Collaborating Practice warrants that it has confirmed its participation in the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] in accordance with the relevant contractual process.

4. We agree that this Agreement is legally binding and is not an NHS Contract pursuant to section 9 of the National Health Service Act 2006.

PRINCIPLES

5. We acknowledge that nothing in this Agreement is intended to vary, relax or waive any rights or obligations contained in our primary medical services contracts.

6. We will work together to deliver the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

7. We will co-operate with each other (and others so far as is reasonable) in a timely and effective way and give to each other such assistance as may reasonably be required in connection with this Agreement and the delivery of the services under the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES]. This includes co-operation in respect of delivering services under each agreement separately, where this is clinically necessary or appropriate for medical or patient consent reasons or is necessary or expedient for operational or logistical reasons.

8. We will openly, honestly and efficiently share information with each other that is relevant to the requirements of the [Adult and At-risk Influenza ES, and/or the Childhood Influenza ES], and is reasonably requested in so far as it is lawful to do so (and with others in so far as it is reasonable and lawful).

9. We will aim to update this Agreement to incorporate any relevant statutory changes and any changes in the way we work together as agreed in accordance with the decision-making process set out in this Agreement.

10. We will aim to update this Agreement as and when required. We understand that the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] will be updated from time to time. We will endeavour to ensure that the arrangements between us are in line with the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES], as they are amended from time to time.

GENERAL OBLIGATIONS

11. We will carry out our obligations under this Agreement.

12. We will carry out our obligations with all due care, skill and ability and use our best endeavours to promote the interests of patients.

13. We will devote such time as may be required to properly carry out our obligations.

14. In carrying out our obligations, we will comply with all applicable laws and have regard to all relevant guidance published by the Commissioner or referenced within the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

15. We are each responsible for ensuring our individual regulatory compliance and any shared obligations in relation to regulatory compliance.

16. Where any incident that may impact on patient safety arises or where there is any potential breach of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES], we will ensure that all Collaborating Practices are made aware as soon as practicable after we become aware of the issue. This is in addition to any action that may be required by our own Contracts.

17. Where any patient safety incident or potential breach of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] is investigated by a Commissioner or a regulator, we will work collectively to respond to such investigation and share all relevant information with each other, the commissioner or regulator (as relevant) for the purpose of that investigation.

18. Where any of us propose any change to how we deliver the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] as set out in this Agreement, we will discuss how best to involve and/or inform patients of those proposed changes in line with our collective and individual patient engagement obligations.

ACTIVITIES

19. We have nominated, and the Commissioner has approved, the premises [insert location] as the premises from which the influenza vaccination as set out in the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] will be delivered to eligible patients (the "**Site(s)**"). We have agreed to deliver Seasonal Influenza vaccination from the Site(s) in accordance **with Schedule 3**. [The property arrangements for the use of the Site(s) are set out in **Schedule 1**.]

20. We have agreed that the [insert name] practice shall be the Lead Practice, which shall provide the Lead Services set out at **Schedule 2** from the Commencement Date and subject to **Clause 65** unless or until it is terminated in accordance with **Clause 2**.

21. We agree that we will work together in a collaborative manner to deliver the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES]. The arrangements for this collaborative working are set out in **Schedule 3** which describes the activities which will be undertaken by us and includes our arrangements for how we will deliver the clinics and responsibility is shared between us.

22. We are satisfied that the Collaborating Practices, working together is a temporary single medical practice and that the Patients who attend for Seasonal Influenza vaccinations are attending what is deemed to be a temporary single medical practice for the purpose of regulations 3(5), (8) and (9) of the Human Medicines Regulations 2012.

STAFF SHARING ARRANGEMENTS

23. We acknowledge that **Schedule 4** sets out arrangements, in the form of a Memorandum of Understanding in relation to staff, including any arrangements for the re-deployment of existing staff of the Collaborating Practices ("**Staff**") for the purposes of delivering the Seasonal Influenza Vaccination Programme. By signing the Memorandum of Understanding at **Schedule 4** we each agree to comply with our individual obligations as set out in it.

FINANCIAL ARRANGEMENTS

24. We acknowledge that **Schedule 5** describes the financial arrangements between the Collaborating Practices. We each agree to comply with our individual obligations as set out in **Schedule 5**.

25. We each agree that payments in respect of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] must be used in a manner that constitutes an efficient and effective use of NHS funding.

INFORMATION SHARING AND CONFIDENTIALITY

26. For the purposes of this Agreement, confidential information means the provisions of this Agreement and all information provided in connection with this Agreement which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know- how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement.

27. We may each request from any Collaborating Practice any information, including confidential information, which the requesting Collaborating Practice, acting reasonably, considers is necessary to enable us to carry out the activity of our collaboration as set out in this Agreement. Such information may include (but is not limited to) patient records, information on expenditure on influenza collaboration related activity, information on performance of activity under this Agreement and information on, or relevant to, staff sharing arrangements.

28. Where information, including confidential information, is requested by a Collaborating Practice, acting reasonably, for submission to the Commissioner for the purposes of showing compliance with the requirements of the [Adult and At-risk influenza ES and/or the Childhood Influenza ES], we will, provided we are satisfied that there is a lawful basis for doing so, provide the information as requested.

29. Provided information is requested in accordance with **Clause 28** we agree that we will not unreasonably withhold agreement to share information following a request from another Collaborating Practice.

30. We will use reasonable endeavours to ensure that any information provided to another Collaborating Practice in accordance with this Agreement is accurate

in all material respects and we will provide such information within reasonable timescales and in the format requested, having regard to any due contractual, and subject to any other legal, obligations.

31. We agree that sharing and processing of patient records and other information considered to be personal data under any applicable data protection legislation will be undertaken as necessary for the purpose of this agreement. We each agree to comply with our individual obligations as set out in the Data Sharing Agreement at **Annex 1**.

32. Subject to **Clause 34** and/or unless the information is to be provided to the Commissioner to show compliance with the requirements of [Adult and At-risk Influenza ES and/or the Childhood Influenza ES], we will keep confidential all confidential information disclosed to any one of us by any Collaborating Practice in connection with this Agreement and we will use all reasonable endeavours to prevent staff in our organisations or any other person under our express or implied control from making any disclosure to any person of that information.

33. In addition to disclosing any confidential information to the Commissioner for the purposes of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] (and payment and verification under the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES]), any Collaborating Practice may disclose another Collaborating Practice's confidential information:

    a) to comply with applicable legislation;

    b) to any appropriate regulatory body;

    c) in connection with any dispute resolution or litigation between the Collaborating Practices; and

    d) as permitted under any other express arrangement or other provision of this Agreement,

    provided that:

    e) the Collaborating Practice whose confidential information is being disclosed is, where practicable, given prior notification of the disclosure; and

    f) the disclosure is reasonably considered to be necessary.

INDEMNITY ARRANGEMENTS

34. Each Collaborating Practice accepts unlimited liability for:

    a) death or personal injury caused by its own negligence; and

    b) fraud committed by it or on its behalf.

35. Save as set out in **Clause 34**, no Collaborating Practice shall be liable to any other for (a) any indirect or consequential loss or (b) any loss of use or loss of

profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

36. Each Collaborating Practice agrees to indemnify and keep indemnified the other Collaborating Practices against all costs, claims, demands, liabilities and damages incurred or suffered by a Collaborating Practice as a result of any act or omission of the indemnifying Collaborating Practice, or its employees or agents except in so far as such costs, claims, demands, liabilities or damages arise or are contributed to as a result of any act or omission of any other Collaborating Practice or of its employees or agents.

37. Each Collaborating Practice shall ensure that its indemnity and insurance arrangements during the term of this Agreement are sufficient to cover its liabilities under this Agreement, including liabilities in respect of Staff and any third parties attending any premises for the purposes of delivering the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES]. Any Collaborating Practice shall upon request produce to another evidence that the indemnity and insurance arrangements are in place and up-to-date. The Clinical Negligence Scheme for General Practice (CNSGP) provides clinical negligence indemnity cover for all staff engaged by a Collaborating Practice under the CNSGP Regulations. It covers NHS activities delivered by a Part 4 contractor under a Primary Medical Services contract (including an NHS standard contract with Schedule 2L), a Primary Medical Services sub-contractor, or the provision of 'Ancillary Health Services' for a Part 4 contractor or Primary Medical Services sub-contractor such as an Enhanced Service. Cover under CNSGP is not restricted to a Collaborating practice's registered patients so applies to the provision of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] by the Collaborating Practices to a person such as practice staff who are not on the registered list of that Collaborating Practice.

38. The Collaborating Practices shall take reasonable steps to advise any relevant Staff that they should consider whether they are covered by appropriate professional indemnity arrangements in respect of their involvement or activities in delivering the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

39. If and to the extent that the indemnity arrangements set out in **Clauses 34 to 38** conflict with indemnity arrangements in any other agreement or memorandum of understanding relating to the engagement of Staff to deliver the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES], the provisions of this agreement shall apply.

SUB-CONTRACTING OF CLINICAL MATTERS

40. We have agreed the sub-contracting of clinical matters set out at **Schedule 6** which we consider is necessary to deliver the requirements of the [Adult and At-

risk Influenza ES and/or the Childhood Influenza ES]. Each Party shall, before undertaking such sub-contracted clinical services, assure itself that the proposed sub-contracted services are covered by the indemnity arrangements under the Clinical Negligence Scheme for General Practice and that the sub-contractor is prohibited from sub-contracting the clinical matters.

INTELLECTUAL PROPERTY

41. For the purposes of this Agreement, intellectual property means rights in and to inventions, patents, design rights (registered or unregistered), copyrights, rights in confidential information, database rights and any similar or analogous rights that exist anywhere in the world and including any application for any registration of the foregoing.

42. Each of us has our own existing intellectual property and we will retain the ownership of our respective intellectual property rights.

43. If any of us creates any new intellectual property in the course of this Agreement, the Collaborating Practice which creates the intellectual property will own the rights to that intellectual property unless agreed otherwise.

44. We agree that in the interests of our collaboration we will grant to each other a royalty free non-exclusive license to use our existing and newly created intellectual property for the purposes of fulfilment of our obligations under this Agreement.

MEETINGS AND DECISION-MAKING

Meetings

45. We will arrange and attend meetings as often as is necessary to discuss any issues relating to the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] including (but not limited to) performance, strategies and the operating environment relating to the delivery of the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

46. We will agree an agenda prior to each meeting and ensure papers are circulated to each Collaborating Practice in advance.

47. With the agreement of Collaborating Practices (such agreement not to be unreasonably withheld), partners who are not Collaborating Practices may attend meetings of the Collaborating Practices to participate in discussions for the efficient and effective delivery of the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

Meetings generally and decision-making

48. Further arrangements relating to meetings of the Collaborating Practices including (but not limited to) ways in which meetings can be held, attendance and quorum requirements, and how decisions are made are set out in **Schedule**

7.

JOINING THE COLLABORATION

49. A Person or organisation may from time to time indicate to one or more Collaborating Practices that it wishes to join our collaboration. Where this occurs, the relevant Collaborating Practice(s) will notify the others and the request shall be discussed by all other Collaborating Practices as soon as practicable, as per the governance arrangements set out within **Schedule 7**.

50. In accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, it will be considered and decided whether it is appropriate for that person or organisation to join our collaboration.

51. We acknowledge that a person or organisation seeking to join our collaboration must comply with the process of participation in the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES], which includes an agreement in writing with the Commissioner in relation to its participation in the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

52. Where a person or organisation joins our collaboration, this Agreement will be updated in accordance with the variation procedure set out in **Clause 66** to include reference to that person or organisation as a Collaborating Practice and to reflect any consequential amendments to the Schedules of this Agreement that have been determined.

LEAVING THE COLLABORATION

53. **Clauses 54 to 65** below set out the minimum requirements relating to situations where a Collaborating Practice departs or is required to leave our collaboration.

Voluntary departure

54. A Collaborating Practice may choose to leave collaboration by giving no less than 35 days' notice to the other Collaborating Practices. From the date the Collaborating Practice leaves our collaboration, that Collaborating Practice will also be removed from this Agreement and the Agreement will continue in force as between the remaining Collaborating Practices unless determined otherwise in accordance with the decision-making arrangements set out in **Schedule 7** and any requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

55. In accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):

    a) the consequences of that Collaborating Practice's departure in relation to our activities under this Agreement, financial arrangements, staffing arrangements and any other collaboration related matters;

a) the actions required of the departing Collaborating Practice; and

b) the actual leaving date.

56. The departing Collaborating Practice agrees to comply with all reasonable actions that are determined to be required of it before the actual leaving date. Such actions may include executing such documents and/or providing such information as required to ensure the delivery of the requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] can be continued by the remaining Collaborating Practices. If any actions are not completed prior to the actual leaving date or come to the attention of the Collaborating Practices after the actual leaving date, the departing Collaborating Practice will complete those actions as soon as practicable after that date.

57. With effect from the date the Collaborating Practice leaves our collaboration, we will ensure that this Agreement is updated in accordance with the variation procedure set out in **Clause 66** to remove references to the departed Collaborating Practice and to reflect any changes to the **Schedules** that have been determined, including, without limitation, changes to our activities taking into account any relevant requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

Expulsion

58. A Collaborating Practice may be required to leave our collaboration in certain circumstances. These include committing an act or omission set out in **Clause 59** or where an event set out in **Clause 7** below occurs. From the date a Collaborating Practice is expelled from or required to leave our collaboration, that Collaborating Practice will be removed from this Agreement and the Agreement will continue in force as between the remaining Collaborating Practices unless determined otherwise in accordance with the decision-making arrangements set out in **Schedule 7** and any relevant requirements of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES].

59. A Collaborating Practice must notify the relevant individual/groups as set out within the governance arrangements within **Schedule 7** if that Collaborating Practice or another Collaborating Practice:

a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 calendar days after being notified in writing to make such payment;

b) commits a material breach of any term of this Agreement and that breach is either irremediable or (if such breach is remediable) fails to remedy that breach within the period determined and notified in writing;

c) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

for the purposes of **Clause 59(b)** material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which one or more Collaborating Practices would otherwise derive from this Agreement.

60. Where a Collaborating Practice has notified the relevant individuals/groups in accordance with **Clause 59** and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):

    a) the process to be followed for investigating the matter;

    b) if it is determined that the relevant event occurred:

        i. the consequences of the event in relation to the collaboration activities, financial arrangements, staffing arrangements and any other collaboration related matters;

        ii. the actions required of any Collaborating Practice including the Collaborating Practice determined to have committed the event;

        iii. whether, taking into account the seriousness of the event and any other relevant factors, the Collaborating Practice should be given the opportunity to rectify the matter or whether the relevant Collaborating Practice should be expelled from our collaboration;

    c) if it is determined that the Collaborating Practice is to be expelled, any actions required of that Collaborating Practice and the expulsion date.

61. A Collaborating Practice must notify all other Collaborating Practices as soon as it becomes aware that any of the events below may occur to that Collaborating Practice or another Collaborating Practice:

    a) its Contract expires or is terminated; or

    b) a Collaborating Practice undergoes an event of insolvency listed in **Schedule 7**.

62. Where a Collaborating Practice has notified other Collaborating Practices in accordance with **Clause 59** and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant):

    a) the likelihood of the relevant event occurring;

    b) the consequences of the relevant event occurring in relation to collaboration activities, financial arrangements, staffing arrangements and any other collaboration related matters;

    c) if it is determined that the relevant event is likely to occur or has occurred,

i. the actions required by any Collaborating Practice including the Collaborating Practice to whom the event is likely to occur or has occurred;

ii. whether the Collaborating Practice to whom the event is likely to occur or has occurred is required to leave our collaboration and if so the leaving date.

63. Where it is determined that a Collaborating Practice is to be expelled from or is required to leave our collaboration, that Collaborating Practice agrees to comply with all reasonable actions that are determined to be required of it before the expulsion/leaving date. Such actions may include executing such documents and/or providing such information as required to ensure the delivery of the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] can be continued by the remaining Collaborating Practices. If any actions are not completed prior to the expulsion date, the expelled Collaborating Practice will complete those actions as soon as practicable after that date.

64. With effect from the expulsion date, we will ensure that the Agreement is updated in accordance with the variation procedure to remove references to the expelled Collaborating Practice and to reflect any changes to the Schedules that have been determined.

Departure of the Lead Practice

65. Where the Collaborating Practice that has chosen to leave the collaboration or is expelled from the Collaboration in accordance with **Clauses 54 to 64** is also the Lead Practice, the remaining Collaborating Practices shall agree a replacement Lead Practice which shall provide the Lead Services set out at **Schedule 2** from the leaving date of the original Lead Practice until this Agreement is terminated in accordance with **Clause 2**.

VARIATION PROCEDURE

66. No variation of this Agreement shall be effective unless it is in writing and signed by all Collaborating Practices (or their authorised representatives).

TERMINATION

67. If all Collaborating Practices cease to be signed up to the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] or all Collaborating Practices wish to wind up our collaboration, our collaboration will be dissolved and this Agreement will terminate.

68. Prior to:

a) the expiry of the [Adult and At-risk Influenza ES and the Childhood Influenza ES]; or

b) all Collaborating Practices ceasing to be signed up to the [Adult and At-risk

Influenza ES and the Childhood Influenza ES] or deciding to wind up our collaboration,

and in accordance with the arrangements for meetings and decision-making as set out in **Schedule 7**, the following matters will be considered or determined (as relevant) having regard to any views of the Commissioner:

a) the consequences of the expiry or termination in relation to collaboration activities, financial arrangements, staffing arrangement and any other collaboration related matters;

b) the actions required of the Collaborating Practices; and

c) the actual expiry or termination date.

69. We each agree to comply with all reasonable actions that are determined to be specifically required of our organisation before this Agreement expires or terminates. If any actions are not completed prior to the expiry or termination date, we will complete those actions as soon as practicable after that date.

EVENTS OUTSIDE OUR CONTROL

70. If an event occurs that is reasonably considered to be outside the reasonable control of the relevant Collaborating Practices and that event prevents one or more of us from carrying out our obligations under this Agreement, the affected Collaborating Practice(s) must:

a) notify all other Collaborating Practices as soon as practicable after the start of the event and after the event ceases;

b) take all reasonable steps to mitigate the consequences of that event;

c) resume performance of its obligations as soon as practicable; and

d) use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.

71. We agree that, provided an affected Collaborating Practice has complied with **Clause 70**, we will not be entitled collectively or individually to bring a claim for breach of obligations against the affected Collaborating Practice. The affected Collaborating Practice will not incur any liability to any of us for any losses or damages incurred by one or more of us provided that the event prevents the affected Collaborating Practice from carrying out its obligations under this Agreement.

DISPUTE RESOLUTION

72. If any of us have a dispute in relation to this Agreement, we will seek to resolve the dispute together by holding meetings in accordance with Schedule 7. We will aim to discuss the dispute with a view to finding a resolution.

73. If we are unable to come to a satisfactory resolution between ourselves, any Collaborating Practice that is party to the dispute may refer the dispute to our Local Medical Committee (LMC). If the LMC agrees to hear our dispute, we will work with the LMC to agree a process for hearing the dispute.

GENERAL

74. If a conflict or inconsistency arises between any wording in a Clause of this Agreement and any wording included in a Schedule of this Agreement, the wording in the Clause will take precedence unless this Agreement expressly states that in relation to a particular Clause or Clauses, a Schedule takes precedence.

75. We may have individual arrangements that are relevant to this Agreement with organisations that are not party to this Agreement. We may set out those arrangements in **Schedule 8**. If a conflict or inconsistency arises between any wording in a Clause or a Schedule of this Agreement (other than **Schedule 8**) and any wording included in **Schedule 8**, the wording in the Clause or Schedule (other than **Schedule 8)** will take precedence.

76. Unless we list any arrangements in **Schedule 8**, this Agreement constitutes the entire agreement between us in relation to our collaboration and the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES] and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to our collaboration and the [Adult and At-risk Influenza ES and/or the Childhood Influenza ES]. This Agreement is entirely separate to any arrangements between the Collaborating Practices and/or other practices which are members of a Primary Care Network under the Network Contract Directed Enhanced Service.

77. Termination or expiry of this Agreement or the fact that a Collaborating Practice has been removed from this Agreement will not affect any rights, remedies, obligations or liabilities of the Collaborating Practices that have accrued up to the date of termination, expiry or removal, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, expiry or removal.

78. If this Agreement expires, terminates or a Collaborating Practice is removed from this Agreement, those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such expiry, termination or removal, will so continue and continue to apply to a Collaborating Practice.

79. Any relaxation or delay of any of us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect our ability subsequently to exercise that right.

80. If any part of this Agreement is declared invalid or otherwise unenforceable, it

will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

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

82. 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.

83. Any notices given under this Agreement must be in writing and must be served by hand or post to the address of the relevant other Collaborating Practice(s) set out in the Agreement. Notices:

    a) by post will be effective upon the earlier of actual receipt, or five calendar days after mailing;

    b) by hand will be effective upon delivery; and

    c) by email.

84. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and, subject to the dispute resolution provisions set out above, each Collaborating Practice irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Designated Site[s] (Property Arrangements)

The Site(s) as at the Commencement Date is [insert location].

[insert property arrangements details].

[The Collaborating Practices (to the extent necessary) shall comply with the requirements of the [property arrangements].]

[Insert provisions for additional Designated Sites]

In the event that there is a requirement to change the Site(s) or to add a further location as a site the Collaborating Practices shall agree the proposed arrangements and collectively seek approval from the Commissioner.

Schedule 2

Lead Services

[This Schedule will need to reflect the local arrangements and it may be possible to have more than one Lead Practice i.e. different practices leading on different elements of the arrangements). Collaborating Practices should consider the level of complexity involved in establishing more than one Lead Practice and must ensure that the arrangements between the practices are clearly documented.]

The Lead Practice will carry out the Lead Services as described in this Schedule 2 exercising reasonable skill and care in accordance with this Agreement, the Adult and At-risk Influenza ES and/or the Childhood Influenza ES or otherwise to the reasonable satisfaction of the Collaborating Practices.

The Collaborating Practices shall provide the Lead Practice with such information as may reasonably be required to permit the Lead Practice to ensure that the Lead Services are provided by appropriately skilled, qualified, experienced and trained personnel and shall be fully responsible and liable for the acts and omissions of such personnel arising out of this Agreement.

[The Lead Practice shall be entitled to invoice the Collaborating Practice for the Lead Services provided by the Lead Practice in accordance with Schedule 5.]

[The Lead Practice shall be responsible, on behalf of all of the Collaborating Practices for:

- Establishing, managing and circulating information from a central email address (which may be required on an urgent basis);
- arrangements for reporting of activity data, vaccine stock (to include stock use and stock forecasting which must include the brand of vaccine delivered and required by the collaboration), available capacity and submission of required data to commissioners as well as communicating with patients, including but not limited to call/re-call;
- arrangements to minimise wastage of vaccine;
- planning service delivery arrangements in line with stock forecasting and obtaining/ordering arrangements including:
    - planning clinics according to expected vaccine supply;
    - coordinating required trained staff;
    - ordering and/or obtaining required vaccine and consumables supply within required timeframes;
    - receiving and safely storing supply; and
    - organising the amendment of clinic schedules if there is a disruption to supply and undertake timely communication of any changes to patients;
- [staff sharing in accordance with Schedule 4;][The management of

the financial arrangements between the Collaborating Practices as set out at Schedule 5;]

- [arrangements in relation to the use of the Site(s) (including security provisions) and any other relevant premises as set out at Schedule 1 including liaision with the Commissioner where necessary;]
- [oversight of the arrangements for recording of the administration of vaccinations]

as required in relation to the Adult and At-risk Influenza ES and/or the Childhood Influenza ES.]

Schedule 3

[Seasonal Influenza Services]

We shall only deliver the services under this Schedule 3 to eligible Patients in accordance with the Adult and At-risk Influenza ES and/or the Childhood Influenza ES.

The Adult and At-risk Influenza ES and/or the Childhood Influenza ES (as varied from time to time) shall be treated as if it is incorporated into this Schedule 3 and the Collaborating Practices shall ensure that it is complied with.

We who are contributing seasonal influenza vaccine to the vaccine stock of the temporary single medical practice have each procured seasonal influenza vaccine for the purposes of delivering the Adult and At-risk Influenza ES.

We have each agreed that we will supply (under regulation 19(4A) the Human Medicines Regulations 2012 and as part of relevant arrangements for the purposes of that provision) a proportion of our seasonal influenza vaccine to our temporary single medical practice at our Site(s). The following table sets out the details that we will retain for vaccine that will be supplied to our temporary single medical practice at our Site. We will ensure that this is updated and will be provided to the Commissioner on request.

Name of Collaborating Practice	**Vaccine quantity**	**[Vaccine manufacturer/batch details]**	**Site location**

There will be no splitting of packs. Only whole packs of vaccines will be supplied in accordance with the arrangements set out in this Schedule 3.

We shall at all-times be responsible for the provision of consumables for the delivery of the seasonal influenza vaccinations.

We agree that we shall jointly and severally own the seasonal influenza vaccine which is supplied to our temporary single medical practice in accordance with this Schedule 3, to deliver the Adult and At-risk Influenza ES and/or the Childhood Influenza ES.

Any movement of the seasonal influenza vaccine within the temporary single medical practice will not be considered a “supply” of the seasonal influenza vaccine between the Collaborating Practices. There is no transfer of ownership or accountability of the

seasonal influenza vaccine in these circumstances, only physical custodianship of the seasonal influenza vaccine.

[Practices to insert the responsibilities of each of the Collaborating Practices to deliver the Adult and At-risk Influenza ES and/or the Childhood Influenza ES including the clinical model (i.e. how clinics are delivered at the Site(s) and responsibility is shared between Collaborating Practices.).]

Schedule 4

Staff Sharing Arrangements

Memorandum of Understanding for Staff Sharing between NHS Bodies

To Facilitate the Administration of Seasonal Influenza Vaccine

BETWEEN:

Each **Participating Body** identified in the Introduction to this MOU below, collectively the **"Participating Bodies".**

INTRODUCTION:

A. This Memorandum of Understanding (which may be referred to as the **Vaccination MOU**) is applicable to any organisation or who is a signatory to this MOU (or has provided electronic written confirmation they agree to the terms of this MOU) (a **"Participating Body"**).

B. This MOU sets out the intention of the Participating Bodies to work together to deliver the COVID-19 and/or the seasonal influenza vaccination programme (**"the Vaccination Programme"**) commencing in [insert date].

C. The Participating Bodies have committed to working together in a collaborative and mutually supportive way to deliver the Vaccination Programme for the benefit of the public.

D. This MOU relates to members of staff (**"the Staff Members"**, who may include, but are not limited to, employees, workers, self-employed general practitioners, volunteers and agency workers) who are employed or engaged by a Participating Body (**"a Sending Body"**) but are provided to work for a another Participating Body (a "**Receiving Body**") from time to time as directed by the Receiving Body for the purposes of delivering the Vaccination Programme as set out in this MOU.

E. The Participating Bodies wish to ensure the proper compliance with clinical governance requirements, while avoiding unnecessary bureaucracy which may impede the movement of Staff Members, including pre-employment checks and training requirements.

F. Paragraphs 8 and 9 of this MOU are intended to be legally binding as between the Participating Bodies. Subject to this, it is recognised that the other provisions of this MOU are not intended to be legally enforceable but that the Participating Bodies will agree to provide each other with reasonable cooperation and assistance when operating the provisions of this MOU.

THE PARTICIPATING BODIES AGREE AS FOLLOWS:

1. STATUS

1.1. This MOU in no way changes or modifies any rights or obligations under any existing contract of employment, honorary contract or other contract held by a Staff Member with their employer or any other Participating Body.

2. COMMUNICATION BETWEEN PARTICIPATING BODIES

2.1. The Participating Bodies shall co-operate with each other in addressing any requests under this MOU and in providing information to each other in order to ensure the effective operation of the Vaccination Programme.

3. STAFF MEMBERS

3.1. By agreement between the Participating Bodies (as set out more fully at paragraph 4 below), a Staff Member of a Sending Body may be provided on a temporary basis to work for the Receiving Body, whether at the Receiving Body's premises, the premises of another Participating Body or at such other facility as may have been created or re-purposed to support the Vaccination Programme.

3.2. The Participating Bodies agree that the Staff Member shall remain an employee, worker or contractor (as the case may be) of their Sending Body at all times and that nothing in this MOU creates (or is intended to create) an additional employment or other relationship between the Staff Member and the Receiving Body. The Staff Member shall not be entitled to receive any salary, pension, bonus or other benefits or payments from the Receiving Body but will continue to receive such remuneration and benefits as may be due to them from their employer or other Sending Body.

4. REQUEST PROCESS

Unless other arrangements are agreed between Participating Bodies, the following process will be adopted by the Participating Bodies before a Staff Member commences work for a Receiving Body:

4.1. The Participating Body requiring support via this MOU will make a request [to any other Participating Body or Bodies, which will evaluate the request (the "Request")] [OR [to the Lead Practice, which will evaluate the request (the "Request") and may facilitate discussions with potential Sending Bodies]]The Request shall identify:

4.1.1. the numbers of Staff Members requested;

4.1.2. the roles and/or job types of Staff Members (including where appropriate the required numbers of vaccinators, other healthcare professionals, stewards and administrative and other staff);

4.1.3. when it is desirable for Staff Members to commence work at the Receiving Body;

4.1.4. if known at the time of making the request, the length of time that Staff Members are expected to be needed at the Receiving Body for the purpose of assisting in the administration of a batch of vaccine (a "Vaccination Session")

4.1.5. if the Receiving Body is aware that a number of batches of vaccine will be received for administration according to a known or proposed schedule, details of that schedule; and

4.1.6. any other information which may be relevant.

4.2. Upon receipt of the Request via the Collaborating Practices, each Sending Body will consider whether it can comply in whole or part with the Request and will confirm its position within 24 hours of receipt of a Request. If the Request can be agreed (either wholly or partially), the Participating Bodies, and any third party organisations whose involvement may be necessary to facilitate the implementation of the Request, will liaise to agree any practical arrangements required to implement the Request and will comply with any notification arrangements that may be in place at national, regional or local level for the provision of staff under this MOU.

4.3. This Request process may be varied at any time by agreement between the Participating Bodies and the PCN.

5. STAFF ASSURANCE

5.1. The Participating Bodies (and in particular all the Collaborating Practices) are satisfied and give assurance to each other that they have in place appropriate processes which have verified any relevant Staff Members falling under this MOU as having passed any necessary mandatory checks and training necessary for that Staff Member to practise safely in their role at their Sending Body. For Immunisers, Registered Healthcare Professionals and Healthcare Assistants this includes assurance that the Staff Member has met the NHS Employment Check Standards issued under Health Circular HSC2002/008 (as revised from time to time), at the time of recruitment and on an ongoing basis, and that has completed mandatory and other training requirements deemed sufficient by their Sending Body to work in their substantive role. For the avoidance of doubt, where those mandatory checks involve Disclosure and Barring Service (DBS) checks, the Sending Body will as a minimum have carried out a "fast-track" check of the Adults' and Children's Barred Lists under the emergency fast-track COVID-19 arrangements put in place by the DBS, while awaiting the results of a full DBS check, and will notify the Receiving Body of any Staff Member to whom only emergency Barred List checks have been completed so that the Receiving Body may undertake a risk assessment and put in place appropriate monitoring and supervision arrangements in respect of such Staff Members. In such situation, each Sending Body will confirm to the Receiving Body as soon as practicable after full DBS clearance of each relevant Staff Member has been received by the relevant Sending Body.

5.2. A Sending Body will not send Staff Members to the Receiving Body without having carried out any reasonable medical checks and testing to ensure, as far as they reasonably can, that the Staff Members are not infected with SARS-CoV-2.

5.3. It will be the responsibility of each Sending Body to ensure that its Staff Members are properly trained, qualified and experienced to carry out their proposed roles in the Vaccination Programme and have given their full and informed consent to their deployment to the Receiving Boday.

5.4. Following the provision of the Staff Members by each Sending Body, should any change(s) occur to any checks or any circumstance arises which leads a Sending Body to reasonably conclude that any Staff Member provided to the Receiving Body is not safe to practise, the Sending Body shall notify the Receiving Body of this as soon as practicable.

5.5. The Receiving Body shall comply with all relevant health and safety duties and obligations and exercise such duty of care over Staff Members received from a Sending Body as if such Staff Members were the Receiving Body's own employees.

6. TRANSPORT, ACCOMMODATION AND SUBSISTENCE

6.1. Upon receiving confirmation from a Sending Body of the identities of the Staff Members to be provided to the Receiving Boday, the Receiving Body shall be responsible, with the co-operation of the Sending Body as required, for making any necessary and reasonable travel, accommodation, subsistence and any other necessary practical arrangements for the benefit of the Staff Members in connection with their role in the Vaccination Programme.

7. WORKING ARRANGEMENTS

7.1. The Participating Bodies shall co-operate to ensure that the Staff Members are allocated, following consultation with them, appropriate induction, orientation and working arrangements, including provision of sufficient rest periods between shifts as appropriate.

7.2. Each Participating Body shall be responsible for the overall direction and supervision of their Staff Member and their Staff Member's conduct and actions during each Vaccination Session. However, for the duration of the Vaccination Session the Participating Bodies agree that the Staff Member will work under the day to day direction of the Receiving Body and will explain this to the Staff Member before s/he goes to the Receiving Body.

7.3. The Participating Bodies agree to co-operate fully and promptly with each other during the Vaccination Session in respect of any workforce matters arising which concern any Staff Member.

7.4. The Participating Bodies agree that each Sending Body remains responsible for the following matters in relation to their Staff Members:

7.4.1. disciplinary and capability issues;

7.4.2. grievances;

7.4.3. appraisals and performance-related procedures;

7.4.4. remuneration including pay progression; and

7.4.5. annual and other leave.

7.5. Save where agreed otherwise, the Participating Bodies agree that, in respect of the following matters:

7.5.1. protected disclosures under the Employment Rights Act 1996; and

7.5.2. requests for personal data under the Data Protection Act 2018,

7.6. The Participating Body in respect of which the alleged issue or behavior took place, or where the Staff Member was working at the relevant time, is responsible for investigating, progressing and/or resolving these matters. The Receiving Body shall notify the relevant Sending Body as soon as reasonably practicable of the circumstances giving rise to any such matters.

7.7. If the Receiving Body becomes aware of any matter that may give rise to a claim (or similar action or challenge) by or against a Staff Member, notice of that fact shall be given as soon as possible to the relevant Sending Body and the Participating Bodies shall cooperate in (as appropriate) investigating, responding to and defending such claim.

7.8. Unless the Participating Bodies agree alternative arrangements, the Receiving Body shall keep a record of staff supplied and received under this MOU and the hours worked.

7.9. The Receiving Body may return any Staff Member to a Sending Body at any time, without notice.

8. CONFIDENTIAL INFORMATION

8.1. The Participating Bodies agree to keep confidential all Confidential Information of any other Participating Body which comes into their possession or knowledge and that they shall not disclose any Confidential Information in whole or in part to anyone other than in connection with the provision of the services under this MOU.

8.2. Each Sending Body shall ensure that each Staff Member keeps confidential all Confidential Information of the Receiving Body which they have access to and that they shall not at any time disclose any Confidential Information in whole or in part to anyone other than as authorised in connection with the provision of the services under this MOU.

8.3. For the purposes of this paragraph 8, “Confidential Information” shall mean any information of a confidential or secret nature relating to any and all

aspects of the business of a Participating Body and/or any associated organisation and/or their patients, directors, officers, agents, employees, customers and suppliers including but not limited to treatments, treatment planning, personal and sensitive personal data, financial information, budgets, reports, business plans, strategies, know-how, formulae, designs, data, specifications, research, processes, procedures and programs, pricing, sales and marketing plans and details of past or proposed transactions whether or not written or computer generated or expressed in material form.

8.4. The obligations under this MOU shall not apply to information which may come into the public domain otherwise than through unauthorised disclosure by a Staff Member.

8.5. Nothing in this paragraph 8 shall prevent the Participating Bodies or a Staff Member from disclosing Confidential Information where it is required by law, for regulatory compliance purposes or for the purpose of making a protected disclosure under the whistleblowing ('speaking up') legislation.

9. DATA PROTECTION

9.1. The Participating Bodies agree to comply with their respective obligations under the Data Protection Legislation and to use all reasonable efforts to assist each other to comply with their obligations under the Data Protection Legislation. For the avoidance of doubt, this includes providing reasonable assistance to each other to comply with any subject access requests served under the Data Protection Legislation.

9.2. For the purposes of this paragraph 9, "Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and guidance including the GDPR (or, once the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by any data protection regulator from time to time.

10. LIABILITY AND INDEMNITIES

10.1. Save where alternative arrangements regarding liabilities and indemnities are agreed in writing between the Participating Bodies, the following shall apply.

10.2. The Receiving Body shall accept responsibility for, and shall at all times indemnify the Sending Body and Staff Members fully against, and hold them harmless from, all civil liabilities and in respect of or consequent on any illness, injury, death, damage or costs suffered, sustained or incurred arising out of or in connections with:

10.2.1. any act or omission on the part of a Staff Member during or in connection with a Vaccination Session; or

10.2.2. any act or omission by the Receiving Body or its employees or agents during or in connection with a Vaccination Session.

10.3. It is agreed and understood that Staff Members will be carrying out NHS primary medical services on behalf of the Receiving Body within the framework of the governance arrangements set out in Schedule 7 of the Seasonal Influenza Collaboration Agreement and therefore will have the benefit of the CNSGP indemnity arrangements in respect of relevant liabilities covered by those arrangements. The Receiving Body is required to ensure that it maintains appropriate and adequate insurance cover in respect of all non-clinical liabilities that may arise in connection with the delivery of the Vaccination Programme or participation in any Vaccination Session by any Staff Members, save for professional indemnity liabilities, which will be the responsibility of the relevant Staff Member.

10.4. The Participating Bodies hereby indemnify each other against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, fines, expenses and demands suffered or incurred by any other Participating Body arising out of or resulting from the acts or omissions of the indemnifying Participating Body in respect of its employment or engagement of a Staff Member including but not limited to:

10.4.1. its breach of this MOU;

10.4.2. in the case of a Sending Body, the employment/engagement or termination of employment/engagement of the Staff Member; or

10.4.3. in the case of the Receiving Body, any actions it undertakes relating to a Staff Member during a Transfer Period

and including, where no other indemnity arrangements provided for by NHS Resolution may apply, liability for personal injury, accident or illness suffered, breach of contract or in tort, unfair dismissal, equal pay, discrimination of any kind or under any legislation applicable in the United Kingdom.

11. ESCALATION

11.1. If a Participating Body has any issues, concerns or complaints concerning the provisions of this MOU, it shall in the first instance seek to resolve that issue by a process of consultation with the other Participating Bodies affected. The Participating Bodies shall in good faith use all reasonable efforts to resolve the issue(s) through internal consultation as soon as reasonably practicable.

11.2. If the dispute is not resolved, then the Participating Bodies may refer the matter to an independent party as they may agree or in default of such agreement, to the Centre for Effective Dispute Resolution (CEDR).

12. PAYMENTS

12.1. The financial arrangements between the Participating Bodies, in relation to the provision of staff and other matters, shall be dealt with in accordance with the Financial Arrangements schedule to the COVID-19 ES Vaccination Collaboration Agreement between the Participating Bodies.

13. RELATIONSHIP BETWEEN THE PARTICIPATING BODIES

13.1. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Participating Bodies or shall be deemed to constitute any Participating Body as the agent of the others or allow any Participating Body to hold itself out as acting on behalf of any of the others.

14. ENTIRE AGREEMENT

14.1. Save where this MOU is part of wider contractual arrangements which expressly reference it, this MOU constitutes the whole agreement between the Participating Bodies relating to the subject-matter of this MOU and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this MOU.

15. GENERAL

15.1. The provisions of this MOU may be varied only by agreement in writing and signed on behalf of all the Participating Bodies.

15.2. This MOU will be governed by and construed in accordance with the law of England. Each Participating Body irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this agreement or its enforceability or the legal relationships established by this agreement.

15.3. A person who is not a party to this MOU has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MOU but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.4. This MOU may be executed in three or more counterparts, each of which will constitute an original but which, when taken together, will constitute one instrument.

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name of Participating Body]**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[the Lead Practice]**

Signed .....

Name .....

Position .....

Date .....

Schedule 5

Financial Arrangements

The following arrangements are in place between the Collaborating Practices as regards payments to each other:

[insert local financial arrangements]

The Collaborating Practices within our temporary single medical practice may administer the seasonal influenza vaccination to the registered patients of each of the Collaborating Practices and this is considered personally administered drugs for the purposes of Part 4, paragraph 16(4) of the GMS SFE.

Schedule 6

Sub-Contracting of Clinical Matters

[This schedule will need to set out the sub-contracting of clinical matters under the Collaborating Practices primary medical services contracts (i.e. from Collaborating Practices A, B and C to Lead Practice D).

It is necessary to comply with the provisions of the NHS (General Medical Services Contracts) Regulations 2015, the NHS (Personal Medical Services Agreements) Regulations 2015 and/or the Alternative Provider Medical Services Directions 2020 (as appropriate).]

Schedule 7

Governance Arrangements

[Schedule 8

Individual Arrangements]

Annex 1

Data Sharing Agreement