

2026/27 NHS Standard Contract

Particulars (Shorter Form)

This comparison document shows the ‘tracked changes’ between the [2025/26 NHS Standard Contract shorter-form Particulars](#) published in May 2025, and the [final version of the 2026/27 NHS Standard Contract shorter-form Particulars](#) published in January 2026.

Contract title:	<i>Enter the local contract title and (if required) the services which are to be provided under the contract or a brief description of the contract</i>
Contract ref:	<i>Enter a local contract reference number or identifier</i>

Version 1, February 2026

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DATE OF CONTRACT	
EXPECTED SERVICE COMMENCEMENT DATE	
CONTRACT TERM	[] years/months commencing [] [(or as extended in accordance with Schedule 1C)]
COMMISSIONERS	[] ICB (ODS [])
CO-ORDINATING Commissioner <i>See GC10</i>	[]
PROVIDER	[] (ODS []) Principal and/or registered office address: [] [Company number: []]

<p>CONTRACT AWARD PROCESS <i>See s15 of the Contract Technical Guidance</i></p>	<p>[Process under Public Contracts Regulations 2015] [PSR direct award process A] [PSR direct award process B] [PSR direct award process C] [PSR most suitable provider process] [PSR competitive process] [Urgent award in accordance with regulation 14(2) of the PSR Regulations] [Process under Procurement Act 2023] [Call-off under framework: • Increasing Capacity Framework <i>[The Increasing Capacity Framework expired on 20 November 2024, so no Contract can have been awarded by call-off under that Framework after that date.]</i> • Other: [], in accordance with the rules of that framework and regulation 18 of the PSR Regulations] <i>[Select one of the above, as appropriate, and delete the others]</i></p>
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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/>;
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

Title

and on behalf of

[INSERT COMMISSIONER NAME]

Date

[INSERT AS ABOVE FOR EACH COMMISSIONER]

SIGNED by

Signature

[INSERT AUTHORISED SIGNATORY'S NAME] for

Title

and on behalf of

[INSERT PROVIDER NAME]

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 <u>all</u> 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 (non-emergency) (PT)	
Service Requirements	
Prior Approval Response Time Standard See SC29.11	Within [] Operational Days following the date of request Or Not applicable
GOVERNANCE AND REGULATORY	
Provider's Nominated Individual See SC1.4	[] Email: [] Tel: []
Provider's Accountable Emergency Officer See SC30.1	[] Email: [] Tel: []

Provider's Child Sexual Abuse and Exploitation Lead See SC32.2	[] Email: [] Tel: []
Provider's Mental Capacity and Liberty Protection Safeguards Lead See SC32.2	[] Email: [] Tel: []
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults See SC32.2	[] Email: [] Tel: []
Provider's Safeguarding Lead (children) / named professional for safeguarding children See SC32.2	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s) See GC5.7	[] Email: [] Tel: []
Provider's Caldicott Guardian See GC21.3	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation) See GC21.3	[] Email: [] Tel: []
Provider's Information Governance Lead See GC21.3	[] Email: [] Tel: []
Provider's Senior Information Risk Owner See GC21.3	[] 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

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions in accordance with GC4.1:

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]

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

The text below is a template for an option on the part of Commissioners to extend the Contract Term – i.e. for a modification to the Contract (the modification being the extension of the term) “clearly and unambiguously provided for in the contract” as envisaged by regulation 13(1(a) of the PSR Regulations (<https://www.legislation.gov.uk/uksi/2023/1348/contents/made>).

Please refer to the Contract Technical Guidance if considering use of this Schedule. The text below may be included as it is (with appropriate insertions), adapted (but, it is advised, only having taken appropriate legal advice) to provide for different potential extensions for different Commissioners and/or Services, or deleted and stated to be Not Applicable. The italicised guidance notes should also be deleted.

Whether or not the text below is included (or included in an amended form), the Contract Term may be extended if any of the other circumstances under which that modification to the Contract is permissible under regulation 13 or regulation 14 of the PSR Regulations apply. It is recommended that the Commissioners take legal advice if considering an extension to the Contract Term in any circumstances or on any terms other than those set out clearly and unambiguously in Schedule 1C to their Contract.

This guidance note assumes that the contract was procured under either the Public Contracts Regulations 2015 or the PSR Regulations. If the contract was procured under the Procurement Act 2023 then legal advice should be sought on modification / extensions.

1. The Commissioners may opt to extend the Contract Term [*specify number of extensions permitted: e.g. once/twice*] by [up to] [] 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 Expiry Date as at the date of the written notice.
3. The option to extend the Contract Term may be exercised in conjunction with any variation to the Contract permitted by and in accordance with GC13 (*Variations*).
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

A. Service Specifications

Insert text and/or attached documents locally. Delete these italicised guidance notes.

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 (with these italicised guidance notes deleted), where the Provider has a role in delivering the Enhanced Health in Care Homes care model (see <https://www.england.nhs.uk/publication/enhanced-health-in-care-homes-framework/>) in collaboration with local PCNs. (Under SC4.2 this Schedule is potentially relevant to providers of community and mental health services.) If the Provider is not to have such a role, delete the text below and these italicised guidance notes 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 co-operate	
[] 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 ICB as applicable.	YES
Have in place a plan for how the service will operate, agreed with the relevant 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

<p>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.</p> <p>Through these arrangements, the MDT will:</p> <ul style="list-style-type: none"> • 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. 	<p>YES/NO</p>
<p>Work with the PCN to identify and/or engage in locally organised shared learning opportunities as appropriate and as capacity allows.</p>	<p>YES/NO</p>
<p>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).</p>	<p>YES/NO</p>
<p>1.3 Specific obligations <i>[To include details of care homes to be served]</i></p>	

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

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

G. Other Local Agreements, Policies and Procedures

Insert details / web links as required or state Not Applicable

J. Transfer of and Discharge from Care Protocols

Insert text locally as required or state Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally as required

SCHEDULE 3 – PAYMENT

B. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices

Insert template; delete the italicised guidance notes below; insert any additional text and/or attach spreadsheets or documents locally or state Not Applicable

For each Locally Agreed Adjustment to NHS Payment Scheme Unit Prices (see SC36.2.1.2 and rule 3 of section 6 of the NHS Payment Scheme for further details) which has been agreed for this Contract, copy or attach the completed publication template required by NHS England, or state Not Applicable. Additional locally agreed detail may be included as necessary by attaching further documents or spreadsheets.

Templates for locally-agreed adjustments are available at <https://www.england.nhs.uk/pay-syst/nhs-payment-scheme/>

C. Local Prices

Delete the italicised guidance notes below; insert text and/or attach spreadsheets or documents locally

Enter text below which, for each Service subject to a separate Local Price (see SC36.4 – 36.8 and section 7 of the NHS Payment Scheme for further details):

- identifies the Service*
- describes any currencies to be used to measure activity*
- describes the basis on which payment is to be made (that is, whether dependent on activity, quality or outcomes (and if so how), a block payment, or made on any other basis)*
- sets out the agreed Local Price for the first Contract Year*
- sets out the agreed Local Price and/or any agreed regime for adjustment of the agreed Local Price for the second and any subsequent Contract Year(s)*

And

- where necessary, include a table setting out agreed prices for any of the high cost drugs, devices and listed products and listed innovative products shown in Annex A of the NHS Payment Scheme, in accordance with the “Excluded items pricing rule” at section 3.4 of the NHS Payment Scheme.*

SCHEDULE 3 – PAYMENT

D. Expected Annual Contract Values

Delete the italicised guidance notes below; state Expected Annual Contract Value (include separate values for each of one or more Contract Years, as required) or state Not Applicable

(See SC36.10-11: specify the proportion of the Expected Annual Contract Value to be invoiced each month, if that is to be anything other than one twelfth of the Expected Annual Contract Value.)

(In order to be able to demonstrate compliance with the Mental Health Investment Standard, 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/>.)

(For contracts with non-NHS providers, for Services Paid for on an Activity Basis, the EACV should again normally be consistent with the volume of activity set out in the Indicative Activity Plan, multiplied by the relevant Unit Price (plus the relevant Market Forces Factor adjustment and any applicable specialist top-ups) or by the relevant Local Price.)

SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

Refer to s15.11 of the Contract Technical Guidance. If the contract has been procured under the Procurement Act 2023 and has a contract value of above £5m (inclusive of VAT), you will need to include at least three Local Quality Requirements ('KPIs' under the Procurement Act) unless the contract is a light-touch contract under section 9 of the Procurement Act. You need to publish these Local Quality Requirements, and then assess the Provider's performance against them at least annually, and on expiry or termination of the contract. Please refer to Guidance: Key Performance indicators at <https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents-manage-phase/guidance-key-performance-indicators-html> and if necessary, take legal advice.

Where a different threshold for a National Quality Requirement has been agreed with NHS England as part of the annual planning round, the Commissioner must add this threshold to Schedule 4B (National Quality Requirements with Locally-agreed Thresholds) and this threshold will take precedence over the threshold in Annex A (National Quality Requirements) of the Service Conditions.

SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

A. Local Quality Requirements

	Quality Requirement	Threshold	Method of measurement	Applicable Service Specification
1	Insert text and/or attach spreadsheet or documents locally in respect of one or more Contract Years or state Not Applicable			
2				
3				
4				

SCHEDULE 4 – LOCAL AND LOCALLY-AGREED QUALITY REQUIREMENTS

B. National Quality Requirements with Locally-agreed Thresholds

<u>National Quality Requirement</u>	<u>Threshold</u>	<u>Guidance on definition</u>	<u>Period over which the Requirement is to be achieved</u>	<u>Service category</u>
<u>Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral</u>	<u>Operating standard of 92% at specialty level (as reported to NHS England)</u>	<u>See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/</u>	<u>Month</u>	<u>CS, MH</u>
<u>Percentage of Service Users waiting less than 6 weeks from Referral for a diagnostic test (DM01)</u>		<u>See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/</u>	<u>Month</u>	<u>CS, D</u>

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

		Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally				
1	As specified in the Schedule of Approved Collections published at: https://digital.nhs.uk/data-and-information/information-standards/governance/latest-activity/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 (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider under SC36.12</i>)	[For local agreement, not less than Quarterly]	[For local agreement]	[For local agreement]
2	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]
3	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]
4	Summary report setting out relevant information on Patient Safety Incidents and the progress of and outcomes from investigations into such Incidents, as agreed with the Co-ordinating Commissioner	[For local agreement, not less than annually]	[For local agreement]	[For local agreement]
Local Requirements Reported Locally				
1	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

E. Data Processing Services

The Provider will act as a Data Processor on behalf of one or more of the Commissioners for the purposes of this Contract.

These are the Data Processing Services to be performed by the Provider, as referred to in the Provider Data Processing Agreement set out in Annex B to the Service Conditions.

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing issued by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Commissioner(s) for which Data Processing Services are to be performed	<i>[Indicate ALL or list relevant Commissioner(s)]</i>
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), Co-ordinating Commissioners / clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Or 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/>) 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:
 - 1.1 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;
 - 1.2 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
 - 1.3 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:
 - 3.1 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);
 - 3.2 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);
 - 3.3 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;

- 3.4 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
 - 3.5 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:
- 4.1 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;
 - 4.2 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
 - 4.3 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 means the 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.*

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Contact: england.contractshelp@nhs.net

This publication can be made available in a number of alternative formats on request

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