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Dated 2023

**PRIMARY CARE PROVIDER ALLIANCE
AGREEMENT FOR THE PROVISION OF
ENHANCED SERVICES TO THE POPULATION OF
[PCN AREA]**

Between

(1) [PARTY A]

(2) [PARTY B]

(3) [PARTY C]

(4) [PARTY D]

(5) [PARTY E]

and

(6) [PARTY F]

and

(7) North West London Integrated Care Board

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Date:

2022

This Primary Care Provider Alliance Agreement (“PAA”) is made between:

- (1) [PARTY A] of [ADDRESS], (“Lead Provider”);
- (2) PARTY B of [ADDRESS];
- (3) PARTY C of [ADDRESS];
- (4) PARTY D of [ADDRESS];
- (5) PARTY E of [ADDRESS]; and
- (6) PARTY F of [ADDRESS];

together referred to in this PAA as the “Parties” and each individually a “Party”, and

- (7) NHS NORTH WEST LONDON INTEGRATED CARE BOARD of 15 Marylebone Rd, London, NW1 5JD (the “Commissioner”).

The Commissioner is a signatory to this PAA in support of the Parties but will not be included under the meaning of a Party for the purposes of its terms or have any obligations under it save where the Commissioner is specifically referenced.

RECITALS

- (A) The **Participating Practices** (as identified in Schedule 1) each hold a GP Contract pursuant to which they provide primary medical services within the [PCN AREA] (the “Network Area”).
- (B) The Participating Practices other than the **Non-Core Network Practices** (if any) are all **Core Network Practices** of [PCN NAME] (the “PCN”).
- (C) The Commissioner wishes to commission the provision of certain enhanced services (“**Enhanced Services**”) to the population of the Network Area, based upon the collaborative and coordinated operation and management of those services between the Parties and their resources. Following the approval by the Parties of those proposals, the Lead Provider has entered into The NW London Primary Care Enhanced Service Single Offer 2023/24 contract with the Commissioner (the “**Enhanced Service Contract**”) on behalf of itself and the other Parties for the delivery of those services.
- (D) This PAA contains the operating framework that sets out how the Parties will work together in a collaborative and integrated way for the delivery of the Enhanced Services. Under this PAA, the Parties will collaboratively agree and develop the approach to the Enhanced Services in pursuit of the **Vision** and Objectives and in accordance with the Principles. For the avoidance of doubt, the scope of this PAA does not extend to the delivery of the Network Contract Directed Enhanced Service (“**Network Contract DES**”), which is subject to a separate agreement between the Core Network Practices and other members of the PCN (the “**Network Agreement**”).
- (E) Specific new services and initiatives may be added by written agreement and inserted into this PAA as required to further the collaborative work of the Parties.
- (F) This PAA has been drafted to work alongside the Enhanced Service Contract between the Lead Provider and the Commissioner.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Except as provided expressly in this PAA, terms as defined in the Enhanced Service Contract will have the same meaning when used in this PAA.
- 1.2 In this PAA, capitalised words and expressions shall have the meanings given to them in Schedule 1.
- 1.3 In this PAA, unless the context requires otherwise, the following rules of construction shall apply:
- 1.3.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.3.2 a reference to a **"Party"** or **"Commissioner"** includes its personal representatives, successors or permitted assigns;
 - 1.3.3 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.3.4 the terms **"personal data"**, **"special categories of personal data"**, **"personal data relating to criminal convictions and offences"**, **"processing"**, **"controller"**, **"processor"**, **"personal data breach"**, **"Information Commissioner"**, **"appropriate technical and organisational measures"** and similar or related expressions shall have the meaning given within the Data Protection Legislation;
 - 1.3.5 any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.3.6 documents in **"agreed form"** are documents in the form agreed by the Parties and initialled by them for identification and attached to this PAA; and
 - 1.3.7 a reference to writing or written includes faxes and e-mails.
- 1.4 In this PAA, where the Lead Provider is a Participating Practice:
- 1.4.1 where there is an obligation on a Participating Practice to do something, this shall only apply to the Lead Provider to the extent that the obligations fall outside the scope of the Lead Provider's obligations; and
 - 1.4.2 where a Participating Practice has an entitlement, the Lead Provider shall not have such entitlement where this would result in the Lead Provider receiving the same entitlement twice.

2 STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 The Parties recognise that the success of the Vision requires good relationships, positive and proactive input by all Parties, the creation of an environment of trust, collaboration and innovation, and the strong desire and aim to achieve excellent patient outcomes, excellent interfaces and working relationships and robust and achievable budgeting and resourcing. The Parties will work together form an alliance on the terms set out in this PAA in order to develop an improved operating framework across financial, governance and contractual working to deliver enhanced access services for the population of the Network Area.
- 2.2 This PAA sets out the key terms that the Parties have agreed regarding how the Parties will work together in a collaborative and integrated way to deliver the commitments under the Enhanced Service Contract. This PAA is not intended to conflict with or take precedence over

the terms of the Enhanced Service Contract unless expressly agreed by the Parties with the Commissioner.

2.3 Each Party confirms that:

2.3.1 it is empowered to enter into this PAA;

2.3.2 this PAA does not create a separate legal entity and as such is unable to take decisions separately from the Parties or bind them save as expressly provided herein;

2.3.3 one or more of the Parties cannot 'overrule' any other of the Parties on any matter (although all of the Parties intend to comply with the terms of this PAA and the decisions made under it); and

2.3.4 each Party shall not be required to take any action pursuant to any provision of this PAA that causes any of the Parties to be in breach of Law, any regulatory obligation or any existing contractual obligation to any third party.

2.4 The Parties agree that, save as provided in Clause 2.5 below, this PAA shall come into force from the date hereof and shall give rise to legally binding commitments between the Parties.

2.5 The Parties enter into this PAA intending to honour all their obligations. Without prejudice to the good faith consideration that each Party has afforded the terms set out in this PAA, the Parties acknowledge and agree that Clauses 5, 6, and 7 shall not be legally binding.

2.6 This PAA sets out how the Parties will work together in a collaborative and integrated way to ensure coordinated delivery of the Enhanced Service Contract. The Enhanced Service Contract and the Sub-Contracts will set out how each Party will contribute to the provision of the Enhanced Services (including, where applicable, as a Sub-contracted Party). The Parties may make decisions under this PAA which, with the agreement of the Commissioner, the Parties will then seek to implement through variations to the relevant Enhanced Service Contract and/or Sub-Contract.

2.7 Each Party will perform their respective obligations under the Enhanced Services Contract and any respective Sub-Contract.

3 ACTIONS TAKEN PRIOR TO AND POST THE COMMENCEMENT DATE

3.1 Each Party shall provide to the Lead Provider and each of the other Parties on or prior to the Commencement Date confirmation that it has approved entry into this PAA.

3.2 Each Participating Practice and Sub-Contracted Party shall deliver to the Lead Provider on or prior to the Commencement Date such documents (duly signed by the Party if required) as are required to be delivered by them in order for the Lead Provider to satisfy its obligations under the Enhanced Service Contract.

4 DURATION

4.1 This PAA shall take effect on the Commencement Date and will continue in full force and effect and will expire on 31 March 2026 ("**the Initial Term**"), unless and until terminated or extended in accordance with the terms of this PAA.

4.2 The terms and operation of the PAA will be reviewed by the Strategic Oversight Group after three months and then bi-annually thereafter. The Parties may by agreement in writing extend the Initial Term of the PAA by a further additional period of up to two (2) years (the "**Extended Term**").

SECTION A: VISION, OBJECTIVES AND PRINCIPLES

Whilst the terms of Clauses 5, 6, and 7 are not legally binding the Parties all enter into this PAA intending to honour their obligations within them and to work towards the delivery of the vision and the objectives.

5 ENHANCED SERVICES VISION

- 5.1 The Parties have agreed to work towards a common vision of achieving better health outcomes for the Network Area population through the collective delivery of the Enhanced Services based on an ethos of collaboration rather than competition and pooling resources.

6 OBJECTIVES

- 6.1 The Objectives agreed by the Parties are to:
- 6.1.1 deliver improved population health through the integrated and collaborative delivery of the Enhanced Services to the population of the Network Area;
 - 6.1.2 ensure an effective, collaborative relationship that equally benefits all Parties throughout the full term of the Enhanced Service Contract;
 - 6.1.3 maintain a place-based and collaborative approach to delivering and managing the Enhanced Services;
 - 6.1.4 consider what common resources are required to further support the Enhanced Services (e.g. IT and back office functions); and
 - 6.1.5 maintain collaboration with the Commissioner.
- 6.2 The Parties have agreed to work together to achieve the Objectives, and each Party agrees it has a joint responsibility to ensure that the Vision succeeds.
- 6.3 The Parties acknowledge and accept that the Strategic Overview Group may recommend to shift activity and service specifications under the Enhanced Service Contract and the Sub-Contracts in order to achieve the PAA Objectives. The Parties will, where appropriate, look to utilise the provisions, mechanisms and flexibilities in the Enhanced Service Contract and relevant Sub-Contracts to effect the necessary changes in service specifications, activity plans, etc. where so recommended by the Strategic Overview Group. However, for the avoidance of doubt, the Parties recognise that only the parties to the Enhanced Service Contract or relevant Sub-Contract (as applicable) have the ability to agree variations to that contract.
- 6.4 The Parties acknowledge that there will be a need to make decisions together under the governance arrangements in this PAA in order to ensure effective working between the Parties for the benefit of the population and they will work together and make collective decisions on a 'Best for the Network Area' basis to achieve these Objectives.
- 6.5 The Parties acknowledge that the effective provision of the Enhanced Services under the Enhanced Service Contract and the Sub-Contracts may, without prejudice to the requirements of the service specifications in the Enhanced Service Contract or relevant Sub-Contract, require the scope of the Enhanced Services to be flexibly managed and varied from time to time to meet patient needs on a Best for the Network Area basis. The Parties will work together under this PAA to agree such adjustments.

7 THE PRINCIPLES OF THE ENHANCED SERVICES

- 7.1 These Principles underpin the delivery of the Parties' obligations under this PAA and set out key factors for a successful relationship between the Parties.
- 7.2 The Parties acknowledge and confirm that the successful delivery of the operating framework will depend on their ability to effectively co-ordinate and combine their expertise, manpower

and resources in order to deliver an integrated approach to the provision of services, across the Parties.

7.3 The Parties will work together in good faith and, unless the provisions in this PAA state otherwise, the Parties will:

7.3.1 act in good faith towards each other in respect of the exercise of their rights and obligations under the Enhanced Service Contract and the Sub-Contracts, and ensure that they exercise their rights and obligations under the Enhanced Service Contract and the Sub-Contracts in a manner to give effect to the spirit and intention of this PAA and the Vision;

7.3.2 work together at a level which takes into account both efficiency of scale and the importance of maintaining local ownership;

7.3.3 act in a manner which acknowledges and takes into account the interdependencies between the Enhanced Service Contract and the Sub-Contracts and the need to govern the Enhanced Service Contract and Sub-Contracts in harmony with each other; and

7.3.4 work collaboratively to deliver high quality, safe and responsive health and care services.

7.4 In respect of the operation of the Enhanced Service Contract and the Sub-Contracts the Parties will look to:

7.4.1 act collaboratively and in the best interests of the population of the Network Area, recognising that the success of the PAA will maximise benefits for each of the Parties and for the population of the Network Area;

7.4.2 look to demonstrably improve the quality and clinical outcomes for the population within the scope of the PAA and the Enhanced Services;

7.4.3 work as a partnership of equals;

7.4.4 adopt an open and constructive relationship with each other in relation to the collaboration and commit to behave consistently as leaders and colleagues in ways which model and promote shared values;

7.4.5 be cognisant of the clinical and financial sustainability of the system and wider health and social care economies;

7.4.6 act as leaders of and within their organisation and the place (the Network Area);

7.4.7 act with honesty and integrity, and trust each other to do the same;

7.4.8 challenge constructively when they need to;

7.4.9 assume good intentions;

7.4.10 implement shared priorities and decisions, holding each other mutually accountable for delivery;

7.4.11 build constructive relationships with the Commissioner, communities, groups and organisations to tackle the wide range of issues which have an impact on people's health and wellbeing;

7.4.12 where possible and appropriate avoid duplication of systems, processes and work; and

- 7.4.13 seek to understand interdependencies within the system and the Enhanced Services across organisations and population groups - undertake shared analysis of problems and issues as the basis of taking action.
- 7.5 These principles in this Clause 7 together with the Financial Principles (Schedule 6) and Workforce Principles (Schedule 7) are the “**Principles**”.

SECTION B: DELIVERY OF THE VISION AND OBJECTIVES

8 PROBLEM RESOLUTION AND ESCALATION

- 8.1 The Parties agree to adopt a systematic approach to problem resolution that recognises the Vision, Objectives and the Principles of the PAA set out in Clauses 5, 6 and 7 above.
- 8.2 If a problem, issue, concern or complaint comes to the attention of a Party which relates to the Principles or any matter in this PAA, the Enhanced Service Contract, or a Sub-Contract and is appropriate for resolution between the Parties under this PAA (which shall include any perceived breach by the Lead Provider of the Enhanced Service Contract) without adopting the formal process in Clause 18 such Party shall notify the other Parties and the Parties each acknowledge and confirm that they shall then seek to resolve the issue by a process of discussion.
- 8.3 If any Party considers an issue identified in accordance with Clause 8.2 to amount to a Dispute requiring resolution then it will notify the other Parties and the Dispute will be managed in accordance with Clause 18 (*Dispute Resolution Procedure*).

9 OBLIGATIONS AND ROLES OF THE PARTIES

- 9.1 Each of the Parties will co-operate in good faith with the others to facilitate the proper performance of this PAA and in particular will:
- 9.1.1 use all reasonable endeavours to avoid unnecessary disputes and claims against any other Party;
- 9.1.2 not interfere with the rights of any other Party and its servants, agents, representatives, contractors or sub-contractors (of any tier) on its behalf in performing its obligations under this PAA nor in any other way hinder or prevent such other Party or its servants, agents, representatives, or sub-contractors (of any tier) on its behalf from performing those obligations; and
- 9.1.3 subject to Clause 9.3, assist the other Parties and their servants, agents, representatives, or sub-contractors (of any tier)) in performing those obligations so far as is reasonably practicable; and
- 9.1.4 not wilfully impede the other Parties in the performance of their obligations under this PAA (having regard always to the interactive nature of the activities of the Parties and the Enhanced Services) or any other of the Parties’ statutory or contractual functions.
- 9.2 Each Party severally undertakes that it shall:
- 9.2.1 work collaboratively with the other Parties in accordance with the Principles;
- 9.2.2 adopt the Vision to collaborate around shared short, medium and long term goals;
- 9.2.3 promote integration of quality services across the Network Area and foster a solutions-focused culture, regardless of organisation;

- 9.2.4 enable an environment to move resources around the system to meet the needs of the population and deliver the Enhanced Services flexibly based on population need; and
 - 9.2.5 co-operate with the other Parties through the Strategic Oversight Group in providing a system wide approach and response to commissioners, national regulatory bodies (including NHS England and the CQC) and the Commissioner on regulatory issues which impact upon the Enhanced Services or the ability of the Parties to deliver the Vision and Objectives.
- 9.3 Nothing in this Clause 9 shall:
- 9.3.1 interfere with the right of each Party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this PAA in the manner in which it considers to be the most effective and efficient; or
 - 9.3.2 oblige any Party to incur any additional cost or expense or suffer any loss in excess of that required by its proper performance of its obligations under this PAA.
- 9.4 The Parties will:
- 9.4.1 act collaboratively and in good faith with each other in accordance with Guidance, National Standards and the Law to ensure the performance of the Enhanced Services in having at all times regard to the welfare of service users; and
 - 9.4.2 co-operate fully and liaise appropriately with each other in order to ensure a co-ordinated approach to promoting the quality of care across the Enhanced Services and so as to achieve continuity in the provision of the Enhanced Services that avoids inconvenience to, or risk to the health and safety of employees of the Parties or service users;
- 9.5 The Lead Provider acknowledges and confirms that it will:
- 9.5.1 perform the Enhanced Service Contract in accordance with this PAA, taking such actions and contract management decisions as are necessary to the performance of the ESC in collaboration with the Participating Practices and in accordance with the decisions of the Strategic Oversight Group;
 - 9.5.2 meet its obligations under each relevant Sub-Contract, taking into consideration the aim under this PAA for the mutual benefit of all Parties and the population of the Network Area;
 - 9.5.3 act reasonably in the exercise of its rights under any Sub-Contract with the Participating Practices, having regard to the Principles and for the need to manage the Sub-Contract collaboratively with the other Parties for the mutual benefit of all Parties and the population of the Network Area;
 - 9.5.4 manage its resources and any staff employed by it in good faith to support the principles of this PAA; and
 - 9.5.5 act in good faith in its role as the provider across the Enhanced Service Contract and all Sub-Contracts to support the Participating Practices in accordance with this PAA.
- 9.6 Each Sub-contracted Party undertakes that it will:
- 9.6.1 meet its obligations under its relevant Sub-Contract with the Lead Provider, taking into consideration the aim under this PAA for the mutual benefit of all Parties and the population of the Network Area; and

- 9.6.2 act reasonably in the exercise of its rights under its Sub-Contract with the Lead Provider, having regard to the Principles and for the need to manage the Sub-Contract collaboratively with the other Parties for the mutual benefit of all Parties and the population of the Network Area.
- 9.7 Each Participating Practice acknowledges and confirms that it will:
 - 9.7.1 manage its resources and any staff employed by it in good faith to support the principles of this PAA;
 - 9.7.2 act in good faith to support the Lead Provider in its role as the provider across the Enhanced Service Contract and all Sub-Contracts and to facilitate the Lead Provider in fulfilling its obligations under the Enhanced Service Contract in accordance with this PAA;
 - 9.7.3 remain responsible for performing its direct obligations and functions for delivery of the Enhanced Services to the Commissioner (if any) in accordance with the requirements of the Enhanced Service Contract; and
 - 9.7.4 be separately and solely liable to the Commissioner for the provision of the elements of the Enhanced Services to patients for which it is responsible under its own GP Contract to the extent that no other party is responsible for providing such elements under the Enhanced Service Contract, a Sub-contract, this PAA or any Enhanced Service delivery plan made in accordance with this PAA.

SECTION C: GOVERNANCE ARRANGEMENTS

10 GOVERNANCE

- 10.1 Effective governance will be essential to deliver the Enhanced Services and govern the Enhanced Service Contract and the Sub-Contracts in accordance with the Vision. The Strategic Oversight Group will liaise with the Commissioner where appropriate.
- 10.2 The governance structure for this PAA will consist of the following groups as defined in this Clause 10.

Strategic Oversight Group

- 10.3 The Strategic Oversight Group shall not be a committee of any Party or any combination of Parties and will operate as a collaborative forum.
- 10.4 Each Party and the Commissioner shall appoint one Representative and each such Representative shall be a member of the Strategic Oversight Group.
- 10.5 The Strategic Oversight Group shall be responsible for overseeing the Parties' collaborative approach to the Enhanced Services and working in accordance with the Principles across the Network Area, as well as the overall delivery and management of the Sub-Contracts. The Strategic Oversight Group will also be responsible for managing the Parties' input into the Enhanced Services and the delivery of the Objectives and for co-ordinating the Delivery Groups.
- 10.6 The Strategic Oversight Group will report to the Parties and the Commissioner via their respective Representatives.
- 10.7 The Strategic Oversight Group will have such other responsibilities as are defined in its terms of reference set out in Schedule 2 (Strategic Oversight Group – Terms of Reference).

Delivery Groups

- 10.8 The Strategic Oversight Group shall appoint Delivery Groups to manage the collaborative operation of the Parties in the delivery of particular elements of the Enhanced Services. The Delivery Groups will act in accordance with their Terms of Reference that are to be agreed by the Strategic Oversight Group on a programme-by-programme basis in respect of each programme to be adopted under the PAA and must:
- 10.8.1 recommend to the Strategic Oversight Group for their approval or rejection as to how the Enhanced Services should be delivered in a more integrated way for the effective performance of the Sub-Contracts (subject always to the terms of the Enhanced Service Contract and the formal decisions of the relevant Parties); and
 - 10.8.2 provide clinical and professional leadership with regard to the Enhanced Services.

Participation in governance groups

- 10.9 The Parties must each ensure that the relevant representatives (or a duly appointed deputy) attend all of the meetings of the governance groups set out in Clause 10 above respectively and participate fully and exercise their voting rights in accordance with the Vision, Objectives and Principles.

11 RESERVED POWERS

- 11.1 The Parties agree and acknowledge that nothing in this PAA shall operate as to require them to make any decision or act in anyway which shall place any Party in breach of:
- 11.1.1 Law;
 - 11.1.2 the Enhanced Service Contract, any GP Contract, or any Sub-Contract;
 - 11.1.3 any specific Department of Health and Social Care policies; or
 - 11.1.4 any term of a non-NHS party's legal constitution or other legally binding agreement or governance document of which specific written notice has been given to the Parties prior to the date of this PAA,

and the Strategic Oversight Group will not make a final recommendation which requires any Party to act as such.

12 INFORMATION SHARING AND CONFLICTS OF INTEREST

- 12.1 Subject to compliance with Law (including competition law), any agreed protocols under Clause 12.4 and contractual obligations of confidentiality, in order to meet the Vision, Objectives and Principles the Parties agree to share all information relevant to the provision of the Enhanced Services in an honest, open and timely manner.
- 12.2 The Parties accept that there will be conflicts of interest which arise in the operation of the PAA and that they will:
- 12.2.1 disclose to each other the full particulars of any real or apparent conflict of interest which arises or may arise in connection with this PAA or the performance of the Enhanced Services, immediately upon becoming aware of the conflict of interest whether that conflict concerns the Party or any person employed or retained by them for or in connection with the performance of the Enhanced Services;
 - 12.2.2 not allow themselves to be placed in a position of conflict of interest or duty in regard to any of their rights or obligations under this PAA (without the prior knowledge of the other Parties) before they participate in any decision in respect of that matter; and

- 12.2.3 use best endeavours to ensure that their representatives on the governance groupings for the operating framework also comply with the requirements of this Clause 12 when acting in connection with this PAA or the performance of the Enhanced Services.
- 12.3 If there is:
- 12.3.1 any uncertainty or a lack of consensus between the Parties regarding the existence of a conflict of interest under Clause 12.2.1 or 12.2.2; or
- 12.3.2 any query or dispute as to whether any Party is put in a position (or will be) of conflict under Clause 12.2.2,
- which cannot be resolved with recourse to the protocol referred to in Clause 12.4.1, any Party may refer the matter for resolution under Clause 18 (Dispute Resolution Procedure).
- 12.4 In addition to this PAA, the Parties will seek to agree and append to this PAA the following additional documents to manage the relationships for confidentiality, conflicts of interest and sharing of information between themselves as may be required from time to time:
- 12.4.1 a protocol to manage conflicts of interest (both actual and perceived); and/or
- 12.4.2 a protocol to manage the sharing of information in accordance with competition law; and
- 12.4.3 a data sharing agreement to meet compliance requirements under the Data Protection Legislation:
- 12.4.3.1 for any personal data shared under this PAA; and
- 12.4.3.2 for any personal data shared under the Enhanced Service Contract and/or one or more Sub-Contracts.
- 12.5 For the purposes of Data Protection Legislation the Parties shall each be an individual data controller of any personal data created in connection with the conduct or performance of this PAA.
- 12.6 Without prejudice to the provisions of any applicable data sharing agreement, where appropriate the Parties agree to use all reasonable efforts to assist each other to comply with their respective responsibilities under the Data Protection Legislation. For the avoidance of doubt, this may include providing other Parties with reasonable assistance in complying with subject access requests and consulting with other parties, as appropriate, prior to the disclosure of any personal data created in connection with the conduct or performance of this PAA in relation to such requests.
- 12.7 Without prejudice to each Party's continued compliance with Data Protection Legislation, the Parties may agree to vary the data protection provisions applicable to the data processing activities under this PAA from time to time. Once agreed in writing, such varied provisions shall replace the relevant provisions in this Clause 12.

SECTION D: FINANCIAL AND WORKFORCE FRAMEWORK, LIABILITY, ADMISSION AND EXCLUSION

13 FINANCIAL PRINCIPLES

- 13.1 The Parties will act in accordance with the Financial Principles set out in Schedule 6 to this PAA to facilitate greater transparency and collaborative working to achieve the changes required to deliver financial sustainability for the Enhanced Services.

13.2 Whilst payments for the Enhanced Services will be paid in accordance with the mechanism set out in the Enhanced Service Contract and relevant Sub-Contracts, the Parties also acknowledge that they are ready to discuss how they work together, manage risk and support each other when required to deliver the changes required to achieve financial sustainability and live within the resources of the Enhanced Service Contract funding.

14 **WORKFORCE PRINCIPLES**

14.1 The Parties will act in accordance with the Workforce Principles set out in Schedule 7 to this PAA to maximise the collective resources of the Parties to achieve the changes required to deliver the Vision and Objectives for the Enhanced Services.

15 **EXCLUSION AND TERMINATION**

15.1 Parties may be excluded on notice from this PAA and participation in the Strategic Oversight Group in the event of:

15.1.1 the termination of their GP Contract;

15.1.2 their exit from their applicable Sub-Contract governed by this PAA; or

15.1.3 an event of Insolvency affecting them.

15.2 The Parties may mutually agree to terminate this PAA in whole at any time subject to each Party providing written confirmation of such termination to the Strategic Oversight Group, and to the continued compliance of each Party with the relevant Exit Arrangements.

15.3 Each Party acknowledges and confirms that, save in accordance with Clauses 15.1 and 15.2 no individual Party will be entitled to terminate its participation in this PAA while it remains party to the Enhanced Service Contract or a Sub-Contract, nor will any individual Party's participation in this PAA be terminated while it remains party to the Enhanced Service Contract or a Sub-Contract.

15.4 Subject to Clauses 15.1 to 15.3, a Party may withdraw from this PAA at any time on written notice to the Strategic Oversight Group.

15.5 This PAA shall terminate upon termination or expiry of the Enhanced Service Contract.

Consequences of termination / exclusion / withdrawal

15.6 Where a Party is excluded from this PAA, or withdraws from it, the remaining Parties agree to work together in good faith to agree necessary changes so that the PAA continues to operate effectively for delivery of the Enhanced Services in accordance with the Vision. Any departing Party (whether exiting or excluded) shall procure that all data and other material belonging to any other Party under this PAA shall be delivered back to the relevant Party, deleted or destroyed as soon as reasonably practicable and confirm to the remaining Party when this has been completed. The departing Party shall also on exit grant a new licence to the remaining Parties to continue to use any of its existing or new Intellectual Property under the terms of Clause 23 to the extent that it remains required for the sole purpose of the fulfilment of the remaining Parties' obligations under this PAA.

15.7 Upon termination of this PAA, the Enhanced Service Contract, or of any Sub-Contract, or the withdrawal of a Party from one or more of the same, the Parties shall comply with the Exit Arrangements.

16 **INTRODUCING NEW PARTIES**

16.1 Subject to complying with applicable Law, if appropriate to achieve the Objectives, the Parties at the Strategic Oversight Group may agree to include additional parties who meet the

admission criteria to this PAA as set out at Clause 16.2. If the Strategic Oversight Group agree on such a course, the new parties will become parties to this PAA on such terms as the current Parties shall jointly agree subject to referral to the Dispute Resolution Procedure in the event of any disagreement.

- 16.2 The admission criteria for a party to be considered for admission and participation under this PAA by the Strategic Oversight Group shall be that they hold a GP Contract for services to the population of the Network Area of a scale that the Parties consider enables them to assist in the delivery of the Vision and Objectives across the population.
- 16.3 The Parties intend that any organisation who is a party to this PAA (including themselves) shall commit to the Principles and the Objectives and ownership of the system success/failure as set out in this PAA.

17 **LIABILITY**

- 17.1 Save as explicitly provided in this Clause 17, the Parties' respective responsibilities and liabilities in the event that things go wrong with the Enhanced Services will be allocated under the Enhanced Service Contract and their respective Sub-Contracts and not this PAA.
- 17.2 Where responsibilities and liabilities arise that are not covered by the Enhanced Service Contract or a Sub-Contract, the Parties agree that, in relation to the matters set out in this PAA, they shall have no liability to each other in respect of any losses, liabilities, damages, costs, fees and expenses (howsoever caused or arising) except as set out in this Clause 17 and in Clause 23.4.
- 17.3 Each Party agrees to ensure that it shall, at all times, have in place adequate indemnity arrangements (either in the form of insurance policies, NHS Resolution indemnity schemes, or otherwise) for the purposes of the Enhanced Services that it is providing at any relevant time, and in accordance with the terms of the relevant Enhanced Service Contract and/or Sub-Contract.
- 17.4 Each Party is responsible for ensuring their regulatory compliance of the Enhanced Services that they provide. Each Party will deal directly with the relevant regulatory body in relation to the Enhanced Services performed by that Party and it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions.

18 **DISPUTE RESOLUTION PROCEDURE**

Subject to compliance with Clause 8, any Dispute will be resolved in accordance with the Dispute Resolution Procedure set out at Schedule 4.

SECTION E: GENERAL PROVISIONS

19 **VARIATIONS**

- 19.1 The provisions of Schedule 5 (Change Procedure) will apply.
- 19.2 Any amendment, waiver or variation of this PAA will not be binding unless set out in writing, expressed to amend, waiver or vary this PAA and signed by or on behalf of each of the Parties.

20 **ASSIGNMENT AND NOVATION**

Unless the Parties agree otherwise in writing, the Enhanced Service Contract and the Sub-Contracts are personal to those parties that have entered into the Enhanced Service Contract and those Sub-Contracts and none of the Parties will novate, assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of their rights and responsibilities under this PAA.

21 CONFIDENTIAL INFORMATION

- 21.1 Each Party shall keep in strict confidence all Confidential Information it receives from another party to this PAA except to the extent that such Confidential Information:
- 21.1.1 is required by Law to be disclosed;
 - 21.1.2 is already in the public domain; or
 - 21.1.3 comes into the public domain otherwise than through an unauthorised disclosure by a Party to this PAA.
- 21.2 Each Party shall use any Confidential Information received from another Party solely for the purpose of complying with its obligations under this PAA, the Enhanced Service Contract, its respective Sub-Contract(s), and the Vision and Objectives in accordance with the Principles and for no other purpose. No Party shall use any Confidential Information received under this PAA for any other purpose including use for their own commercial gain in services outside of the Enhanced Access Services or to inform any competitive bid for any elements of the Enhanced Access Services without the express written permission of the disclosing Party.
- 21.3 To the extent that any Confidential Information is covered or protected by legal privilege, then disclosing such Confidential Information to any Party or otherwise permitting disclosure of such Confidential Information does not constitute a waiver of privilege or of any other rights that a Party may have in respect of such Confidential Information.
- 21.4 The Parties agree to procure, as far as is reasonably practicable, that the terms of this Clause 21 (*Confidential Information*) are observed by any of their respective successors, assigns or transferees of respective businesses or interests or any part thereof as if they had been party to this PAA and this Clause will survive the expiry or the termination of this PAA for a period of 5 years.
- 21.5 Nothing in this Clause 21 (*Confidential Information*) will affect any of the Parties' regulatory or statutory obligations, including competition law.

22 FREEDOM OF INFORMATION

- 22.1 If any Party receives a request for information relating to this PAA or the Enhanced Services under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (whether applicable to it or not) , it shall (within not more than seven (7) days from receipt of the request) consult with the other Parties before responding to such request and, in particular, shall have due regard to any claim by any other Party to this PAA that the exemptions relating to commercial confidence and/or confidentiality apply to the information sought.

23 INTELLECTUAL PROPERTY

- 23.1 In order to meet the Vision and the Objectives each Party hereby grants each of the other Parties a fully paid-up, non-exclusive, and royalty-free licence to use its existing Intellectual Property related to the Enhanced Services but only insofar as it is reasonably required for the sole purpose of the fulfilment of that Party's rights and obligations under this PAA.

New IPR

- 23.2 If any Party creates any new Intellectual Property through the performance or operation of this PAA:
- 23.2.1 that Intellectual Property shall be owned by the Party which created it (or if created by an employee or other representative that is not a Party in its own right, upon whose behalf it was created); and

23.2.2 the Party which creates the new Intellectual Property will grant to the other Parties a fully paid-up, non-exclusive, and royalty-free licence to use the new Intellectual Property, solely to the extent that it is required for (and for the sole purpose of) the fulfilment of the other Parties' rights and obligations under this PAA.

Warranties and indemnities

23.3 Each Party warrants that the receipt and use of its Intellectual Property in the performance of this PAA by the other Parties, their agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property, of any third party.

23.4 Each Party (the “**Indemnifying Party**”) shall indemnify each other Party (an “**Indemnified Party**”) in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by an Indemnified Party arising out of or in connection with any claim brought against that Indemnified Party, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property arising out of, or in connection with, the receipt or use in the performance of this PAA of the Indemnifying Party's Intellectual Property.

24 NOTICES

24.1 Any notices given under this PAA must be in writing and must be served in the ways set out below. The following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Hand delivery: <ul style="list-style-type: none"> to the postal address of the Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause 	On delivery	Properly addressed and delivered
Prepaid first class or recorded delivery domestic postal service: <ul style="list-style-type: none"> to the postal address of the Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Clause 	9.00am on the second Working Day after posting	Properly addressed, prepaid and posted
Email: <ul style="list-style-type: none"> to the email address of the Party as that Party may have specified to the other Party 	at the time of transmission, except that: if sent before 9am, time of transmission shall be deemed to be 9am on that same Working Day; and	No undeliverable message has been received by the sender

in writing in accordance with this Clause	if sent after 5pm then time of transmission shall be deemed to be 9am on the following Working Day	
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25 SEVERANCE

- 25.1 If any court or competent authority finds that any provision of the PAA (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the PAA shall not be affected.
- 25.2 If any invalid, unenforceable or illegal provision of the PAA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

26 WAIVER

A waiver of any right or remedy under the PAA is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the PAA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

27 NO PARTNERSHIP

Nothing in this PAA is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this PAA.

28 COUNTERPARTS

This PAA may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this PAA, but all the counterparts shall together constitute the same agreement. The expression “counterpart” shall include any executed copy of this PAA scanned into printable PDF, JPEG, or other agreed digital format and transmitted as an e-mail attachment. No counterpart shall be effective until each party has executed at least one counterpart.

29 THIRD PARTY RIGHTS

A person who is not a party to this PAA shall not have any rights under or in connection with it.

30 ENTIRE AGREEMENT

This PAA, the Enhanced Service Contract, and the Sub-Contracts constitute the entire agreement between the Parties and supersedes all prior discussions, correspondence, negotiations, arrangements, representations, understandings or agreements between them, whether written or oral, relating to its subject matter.

31 GOVERNING LAW AND JURISDICTION

This PAA, 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, English law, and where applicable, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This PAA has been entered into on the date stated at the beginning of it.

[SIGNATURE BLOCKS TO BE INSERTED – AUTHORISED SIGNATORY FOR AND ON BEHALF OF EACH PARTY AND THE COMMISSIONER]

SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

1 The following words and phrases have the following meanings:

Best for the Network Area	best for the achievement of the Vision and Objectives on the basis of the Principles
CEDR	the Centre for Effective Dispute Resolution.
Change	any alteration of or variation to this PAA or any Services Contract as set out in Schedule 5 (Change Procedure)
Commencement Date	means the date of commencement of the Enhanced Services Contract
Commissioner	means the NHS North West London Integrated Care Board of 15 Marylebone Rd, London, NW1 5JD, being a party to this PAA
Confidential Information	all information 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 PAA.
Core Network Practice	has the meaning given the Network Contract DES and for the purposes of this PAA means the following Participating Practices: <ul style="list-style-type: none"> • [PARTY X] • [PARTY Y]; and • [PARTY Z]
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and guidance and codes of practice issued by the Information Commissioner, the Health & Social Care Information Centre, NHS England, the National Data Guardian or other relevant regulatory or professional body;
Delivery Groups	means the Delivery Groups referred to in Clause 10 (Governance)
Dispute	any dispute arising between two or more of the Parties in connection with this PAA or their respective rights and obligations under it

Dispute Resolution Procedure	the procedure set out in Schedule 4 for the resolution of disputes which are not capable of resolution under Clause 18
Enhanced Services	the services commissioned to be provided by the Lead Provider under the Enhanced Services Contract and/or any Participating Practice under a Sub-Contract, which are the subject of the Vision and Objectives, and such other services as set out in Schedule 3 (Services)
Enhanced Services Contract	means the contract for the delivery of the Enhanced Services between the Lead Provider and the Commissioner commencing on 1 April 2023 for a period of three years.
Exit Arrangements	means those arrangements for the orderly exit from this PAA and/or a Sub-Contract, as set out in Schedule 8
Expert	means an expert appointed to resolve a dispute in accordance with the provisions of paragraph 3 of Schedule 4
Expert Determination Notice	has the meaning given to it in paragraph 3.1 of Schedule 4
GP Contract	means an NHS general medical services contract, personal medical services agreement or alternative provider medical services contract made under Part 4 of the National Health Service Act 2006 pursuant to which a Participating Practice provides essential primary medical services to a registered patient list
Guidance	means guidance applicable to the Enhanced Services as defined in the NHS Standard Contract;
Initial Term	the initial term of this PAA as set out in Clause 4.1
Intellectual Property	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, rights to use and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Insolvency	any of the following events or circumstances (as may be applicable to each Party): a) where a Party suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; b) where a Party calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Participant (save

	<p>for the sole purpose of a solvent voluntary reconstruction or amalgamation);</p> <p>c) where a Party has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;</p> <p>d) where a Party has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;</p> <p>e) where a Party takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or</p> <p>f) where a Party has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or</p> <p>g) where a Party has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 Working Days of it being levied;</p> <p>h) where a Party has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above; and/or</p> <p>i) where a Party substantially or materially ceases to operate;</p> <p>j) if a Party suffers any event analogous to the events set out in a) to i) of this definition in any jurisdiction in which it is incorporated or resident;</p>
Law	<ul style="list-style-type: none"> • any applicable statute or proclamation or any delegated or subordinate legislation or regulation; • any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; • any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; and • any applicable code.
Lead Provider	<p>means [PARTY 1], being the Party which has entered into the Enhanced Service Contract on behalf of the PCN</p>

National Standards	means standards applicable to the Enhanced Services as defined in the Enhanced Service Contract
Network Agreement	the contract between the Core Network Practices and other non-core members of the PCN setting out how the members of the PCN collaborate within the PCN
Network Contract DES	means the NHS network contract directed enhanced service as defined in the NHS Primary Medical Services (Directed Enhanced Services) Directions 2022 and as more particularly described in the Network Contract Directed Enhanced Service Contract specification – PCN Requirements and Entitlements from time to time in force
NHS Standard Contract	the NHS Standard Contract as published by NHS England from time to time
Non-Core Network Practice	means a Participating Practice which is not a Core Network Practice (if any)
Notice of Change	Has the meaning given to it in paragraph 1.3 of Schedule 5
Objectives	means the objectives set out in clause 6.1
PAA	this agreement incorporating the Schedules
Participating Practice	a Party to this PAA which holds a GP Contract and is either a Core Network Practice or would be entitled to be a Core Network Practice under the Network Contract DES
PCN	the Primary Care Network comprised of the Core Network Practices and other non-core members and operated pursuant to the Network Agreement.
Principles	has the meaning given in clause 7
Representative	means a representative appointed by each Party and the Commissioner in accordance with clause 10.4
Strategic Oversight Group	the Strategic Oversight Group as set out in Clause 10
Sub-Contract	a sub-contract between the Lead Provider and another Party (or, if applicable, a third party) for the provision of services related to or comprising part of the Enhanced Services under the Enhanced Service Contract entered into by the Lead Provider, and references to a Sub-Contract include all or any one of those subcontracts as the context requires
Sub-contracted Party	means a Party which enters a Sub-Contract with the Lead Provider
Terms of Reference	as applicable, the terms of reference for one of the governance groups to this PAA pursuant to Clause 10
Vision	has the meaning given in clause 5

Working Day	a day other than a Saturday, Sunday or bank holiday in England
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SCHEDULE 2 - GOVERNANCE

STRATEGIC OVERSIGHT GROUP TERMS OF REFERENCE

The Parties will negotiate and agree the form of the Terms of Reference for the Strategic Oversight Group and attach the agreed form into this Schedule 2 (Part 1). As at the Commencement Date the Parties intend that the Strategic Oversight Group Terms of Reference shall build on the following outline principles:

NAME OF GROUP:	Strategic Oversight Group
ACCOUNTABLE TO/REPORTS TO:	Each Party and the Commissioner via their respective Representatives
PRIMARY PURPOSE:	To oversee the Parties' collaborative approach to the Enhanced Services and working in accordance with the Principles across the Network Area, as well as the overall delivery and management of the Sub-Contracts.
COMPOSITION OF GROUP/ MEMBERSHIP:	<p>[INSERT] will act as the Chair of the Strategic Oversight Group.</p> <p>The membership of the Strategic Oversight Group will comprise of the following:-</p> <ul style="list-style-type: none"> • Parties' Representatives; and • the Commissioner's Representative. <p>Attendance by other relevant officers outside of the above membership will be agreed in advance of each meeting.</p>
RESPONSIBILITIES OF PARTNERSHIP BOARD MEMBERS	1. [TO BE AGREED]
FREQUENCY OF MEETINGS:	The Strategic Oversight Group shall meet on at least a [monthly] basis during the first three months after the Commencement Date, and thereafter on at least a [quarterly] basis during the term of the PAA.
REQUIRED ATTENDANCE:	Attendance of the Representatives from each Party at scheduled meetings will be critical to successful delivery of the Enhanced Services. Therefore, notwithstanding the quoracy requirements below, each Party will endeavour to have representation at each meeting.
QUORACY:	[TO BE AGREED]
MINUTES CIRCULATED TO:	[TO BE AGREED]

REVIEW DATE:	[TO BE AGREED]
DATE APPROVED:	[TO BE AGREED]

attach the agreed form into this Schedule 2 (Part 3).]

SCHEDULE 3

PART 1 ENHANCED SERVICES

- 1.1 The services that will be within the scope of the PAA will be any services related to the Enhanced Service Contract, the Sub-Contracts, and any additional services that the Parties agree to bring within the governance and operating framework of the PAA.
- 1.2 The Parties will determine the priorities of any elements of the Enhanced Services through the Strategic Oversight Group and form Delivery Groups to individually facilitate these where applicable.
- 1.3 Without prejudice to the requirements of the Enhanced Service Contract, the Parties shall agree the precise details of the Enhanced Services to be provided under the Enhanced Service Contract and each Sub-Contract (such as location of delivery, appointment hours, and scope of service) as required from time to time in accordance with the principles set out in this PAA on a Best for the Network Area basis.

SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE

1 AVOIDING AND SOLVING DISPUTES

- 1.1 The Parties commit to working cooperatively to identify and resolve issues to the Parties mutual satisfaction to avoid all forms of dispute or conflict in performing their obligations under this PAA. Accordingly, the Parties will look to collaborate and resolve differences under Clause 8 of the PAA prior to commencing this procedure.
- 1.2 The Parties believe that by focusing on their agreed Vision, Objectives and Principles they are reinforcing their commitment to avoiding disputes and conflicts arising out of or in connection with the provision of the Enhanced Services to the Network Area.
- 1.3 The Parties shall promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this PAA or the operation of the Enhanced Services (each a '**Dispute**') when it arises.
- 1.4 In the first instance, the Delivery Group(s) relevant to the particular service element in dispute shall seek to resolve any Dispute to the mutual satisfaction of the Parties. If the Dispute cannot be resolved by the Delivery Groups within 10 Working Days of the Dispute being referred to it, the Dispute shall be referred to the Strategic Delivery Group for resolution.
- 1.5 The Strategic Delivery Group shall deal proactively with any Dispute on a Best for the Network Area basis in accordance with this PAA so as to seek to reach a recommended resolution. If the Strategic Delivery Group reaches a recommendation that resolves, or otherwise concludes a Dispute, it will advise the Parties of its decision by written notice. The Parties agree that they will look to implement any recommendation of the Strategic Delivery Group in good faith subject always to Clauses 9.3 and 11 of the PAA.
- 1.6 The Parties agree that the Strategic Delivery Group, on a Best for the Network Area basis, may determine whatever action it believes is necessary including the following:
- 1.6.1 If the Strategic Delivery Group cannot resolve a Dispute, it may refer the dispute to the Strategic Oversight Group to assist with resolving the Dispute; and
- 1.6.2 The Strategic Oversight Group shall:
- 1.6.2.1 be provided with any information it requests about the Dispute;
- 1.6.2.2 assist the Strategic Delivery Group to work towards a consensus decision in respect of the Dispute by way of facilitated discussions or other procedures;
- 1.6.2.3 regulate its own procedure and, subject to the terms of this PAA, the procedure of the Strategic Delivery Group at such facilitated discussions;
- 1.6.2.4 determine the number of facilitated discussions, provided that there will be not less than three and not more than six facilitated discussions, which must take place within 20 Working Days of the referral; and
- 1.6.2.5 have any costs and disbursements met by the Parties equally (this paragraph is intended to be legally binding).
- 1.6.3 If the Strategic Oversight Group cannot resolve the Dispute, the Dispute must be considered afresh in accordance with this Schedule 4 and only after such further

consideration again fails to resolve the Dispute, the Strategic Oversight Group may recommend that the Parties:

- 1.6.3.1 terminate this PAA;
- 1.6.3.2 refer the Dispute for mediation or expert determination (in accordance with the provisions of this Schedule 4); or
- 1.6.3.3 agree that the Dispute need not be resolved.

2 MEDIATION

- 2.1 If the Strategic Oversight Group recommends that a Dispute is referred to mediation, they must, within five (5) Working Days after such recommendation, submit the Dispute to mediation by CEDR or other independent body or organisation agreed between them.
- 2.2 Mediation must follow the mediation process of CEDR or other independent body or organisation as agreed between them in accordance with paragraph 2.1.

3 EXPERT DETERMINATION

- 3.1 If the Strategic Oversight Group recommends that a Dispute is referred for expert determination, any of the Parties to the Dispute must refer the Dispute to expert determination by any one of them giving written notice to that effect to the others (an “**Expert Determination Notice**”). The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
- 3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert.
- 3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed their willingness to act, then either of them may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the others. The receiving Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
- 3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within five (5) Working Days of the appointment of the Expert a statement of its case, including a copy of the Expert Determination Notice, this PAA, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 3.5 The Party not serving the Expert Determination Notice must reply to the Expert and to the other Party within five (5) Working Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
- 3.6 The Expert must produce a written decision with reasons within thirty (30) Working Days of receipt of the statement of case referred to in paragraph 3.4, or any longer period as is agreed by the Parties after the Dispute has been referred.
- 3.7 Subject to the timescale agreed pursuant to paragraph 3.6 above, the Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.

- 3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send their decision in writing simultaneously to the Parties. Within five (5) Working Days following the date of the decision the Parties must provide the Expert with any requests to correct minor clerical errors or ambiguities in the decision.
- 3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert, in which case a Party will be permitted to apply to Court for an order that:
- 3.11.1 the Expert reconsider his decision (either all of it or part of it); or
- 3.11.2 the Expert's decision be set aside (either all of it or part of it).
- 3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.
- 3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of their functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and the Expert's decision may not be relied upon by third parties, to whom the Expert shall have no duty of care.

SCHEDULE 5- CHANGE PROCEDURE

1 CHANGE

- 1.1 This Schedule 5 shall not apply to individual and minor changes to the Enhanced Services that shall be identified and approved by the Delivery Groups in accordance with the agreed Terms of Reference.
- 1.2 Save as otherwise specifically provided in this PAA, no Change will be binding on the Parties unless the requirements of this Schedule have been satisfied.
- 1.3 Any Party will be entitled to propose a Change at any time by issuing a notice of the change in the agreed form to the Strategic Delivery Group or Strategic Oversight Group (a “**Notice of Change**”).
- 1.4 Any of the Parties may, at any time prior to the signature of a “Change Approval Form” in the agreed form by all Parties, withdraw a Notice of Change it served.
- 1.5 Each Notice of Change will provide in respect of the proposed Change information including, but not limited to:
- 1.5.1 details of the proposed Change in sufficient detail to allow evaluation of the proposed Change;
 - 1.5.2 the reason for the proposed Change; and
 - 1.5.3 the critical dates, if any, for the implementation of the proposed Change.
- 1.6 The Strategic Delivery Group (or Strategic Oversight Group where relevant) will review the Notice of Change as soon as reasonably practicable after receipt and consider, on a Best for the Network Area basis, whether or not and to what extent a Change should be implemented.
- 1.7 The Strategic Delivery Group (or Strategic Oversight Group where relevant) will then notify the Delivery Groups whether or not the proposed Change has been approved. The Delivery Groups will be bound by the decision of the Strategic Delivery Group (or Strategic Oversight Group where relevant), in relation to the proposed Change and it will take the appropriate action to implement the decision.

2 EFFECT OF CHANGE ON COSTS

- 2.1 The Parties must all mitigate the effect, if any, which any Change will have on the costs which each of the Parties will incur in performing their respective obligations under this PAA, the Enhanced Service Contract, or any Sub-Contract.
- 2.2 In the event of any Change which is made to reflect any change in Law, which is implemented at any time after the date of this PAA, then to the extent that there is any increase or decrease in the costs incurred by each Party as a result of such change in Law, the Delivery Groups shall consider and agree how such cost increase or decrease is best managed by the Parties and which Parties should bear the burden or receive the benefit of such changed costs. Where the increase or decrease may have a significant impact on financial plans or activity then the issue may be escalated to the Strategic Delivery Group or Strategic Oversight Group where relevant, to consider and resolve.

3 FORMALITIES

- 3.1 A “Change Approval Form”, in a form approved by the Strategic Oversight Group, will be raised in relation to all Changes which are approved by the Strategic Delivery Group or Strategic Oversight Group where relevant, and will stipulate the date from which it is proposed that the Change will, be effective and will be signed by the Parties.

- 3.2 The Parties will each take all necessary steps to implement any alterations to or variations of the Enhanced Service Contract and/or any Sub-Contract or any Change made in accordance with this Schedule 5, in conjunction with the Commissioner to the extent required.

SCHEDULE 6 - FINANCIAL PRINCIPLES

[To be inserted by the Parties once agreed]

SCHEDULE 7 - WORKFORCE PRINCIPLES

[The workforce principles should be inserted in this Schedule once agreed by the Parties.]

SCHEDULE 8- EXIT ARRANGEMENTS

1 DEFINITIONS

1.1 The following terms used in this Schedule shall have the meaning set out below:

“Exit Assistance”	means the assistance to be provided by a Terminating Party pursuant to paragraph 5 of this Schedule;
“Stranded Costs”	has the meaning given to it in paragraph 7.1 of this Schedule;
“Succession Plan”	means the plan prepared in accordance with paragraph 4 of this Schedule;
“Terminating Agreement”	means this PAA, the Enhanced Service Contract, or one (or more) of the Sub-Contracts, as applicable;
“Terminating Party”	means a party to the relevant Terminating Agreement;
“Termination Date”	means the date of Termination of the relevant Terminating Agreement; and
“Termination Notice Period”	means the period of [INSERT] following a Terminating Party’s notice to terminate or withdraw from a Terminating Agreement.

PART 1 - EFFECT OF TERMINATION

2 OBLIGATIONS ON TERMINATION.

2.1 Subject to anything agreed to the contrary pursuant to the provisions of the Enhanced Service Contract and any Sub-Contract or the remaining provisions of this Schedule 8, on the Termination Date:

- 2.1.1 each Terminating Party shall pay to the other(s) all unpaid invoices and interest and, where no invoice has been submitted for any Enhanced Services supplied, the Lead Provider may submit an invoice which will be payable in accordance with the terms of the relevant Sub-Contract;
- 2.1.2 each Terminating Party shall return to each other Terminating Party all equipment, materials and property belonging to and supplied by that other Terminating Party in connection with the Terminating Agreement; and
- 2.1.3 each Terminating Party shall return to each other Terminating Party all documents and materials (and any copies) containing the other Terminating Party’s Confidential Information and, to the extent possible, erase any such Confidential Information from its computer systems.

PART 2 - EXIT MANAGEMENT

Without prejudice to any other rights and obligations in this PAA the Parties shall comply with the following exit management clauses and the provisions of any Succession Plan to ensure an orderly transition of the Enhanced Access Services in the event of termination or expiry of a Terminating Agreement or the withdrawal of a Party from it. These provisions describe the roles and responsibilities

of the Parties which are intended to achieve this, and the principles upon which the Succession Plan shall be based.

For the purposes of these provisions, where one Party withdraws or is removed from the PAA, the Enhanced Service Contract, or from a Sub-Contract, references in these provisions to termination (including the terms Terminating Party and Terminating Agreement) shall be read as references to that Party's withdrawal and references to the Termination Date shall be read as references to that Party's withdrawal date.

3 OBLIGATIONS TO FACILITATE EXIT

3.1 During the term of this PAA, the Enhanced Service Contract, and each Sub-Contract, the Lead Provider shall:

3.1.1 create and maintain registers of:

3.1.1.1 all assets (excluding assets owned by the other Party) required to perform the Enhanced Services;

3.1.1.2 compile and maintain a procedures manual, describing how the Enhanced Services are delivered, including the processes used; and

3.1.1.3 maintain copies of any subcontracts or other agreements referred to in the registers.

3.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations regarding exit management and provide written notification of such appointment to the other Parties as soon as reasonably practicable.

4 SUCCESSION PLAN

4.1 The Parties shall use their reasonable endeavours to agree the contents of the Succession Plan for this PAA, the Enhanced Service Contract, and for each Sub-Contract within 3 months of the date of this PAA. If the Parties are unable to agree the contents of the Succession Plan within this timeframe then either Party may refer the issue to the Dispute Resolution Procedure.

4.2 The Succession Plan shall:

4.2.1 address each of the issues set out in this section to facilitate the transition of the relevant Enhanced Services to a replacement provider or to one Party (as applicable) and ensure that there is no disruption to the delivery of the relevant Enhanced Services;

4.2.2 detail how the Enhanced Services will transfer to the replacement provider or to one Party (as applicable) including, to the extent applicable, details of the processes, documentation, data transfer, systems migration, security, and the segregation of the Terminating Party's technology components from any technology components run by another Terminating Party, or any subcontractors;

4.2.3 detail any staffing implications including any necessary support, redeployment, and potential TUPE transfers, and the measures the Terminating Parties shall take to address such implications (subject always to continued compliance with applicable Law);

4.2.4 detail any estimated Stranded Costs which would be incurred by the Lead Provider as a result of termination or expiry of the relevant Enhanced Services as at the planned Termination Date, and the measures the Parties shall take to mitigate such costs; and

- 4.2.5 provide a timetable for exit and compliance with the requirements of the Terminating Agreement.
- 4.3 The Parties shall review and, if appropriate, update the Succession Plan (including any estimate of Stranded Costs) on a basis consistent with the principles set out in this section:
- 4.3.1 every six months or as otherwise directed by the Strategic Oversight Board to reflect any changes in the Enhanced Services that have occurred since the Succession Plan was last agreed; and
- 4.3.2 following any material change to the Enhanced Services.
- 4.4 During the Termination Notice Period, each Terminating Party shall comply with all of its obligations in the Succession Plan.
- 5 EXIT ASSISTANCE**
- 5.1 During the Termination Notice Period, the Lead Provider shall provide the other Terminating Parties and/or replacement provider with the procedures manual compiled pursuant to paragraph 3.1.1.2.
- 5.2 During the Termination Notice Period, each Terminating Party shall;
- 5.2.1 contribute as reasonably required to any impact assessments carried out in respect of the termination and its impact on the Enhanced Services; and
- 5.2.2 provide reasonable access as agreed to the other Terminating Parties or replacement provider to:
- 5.2.2.1 any information relating to the Enhanced Services as remains in the possession or control of that Terminating Party; and
- 5.2.2.2 such members of that Terminating Party's personnel involved in the provision of the performance of the Enhanced Services and who are still employed or engaged by that Terminating Party.
- 6 PAYMENT FOR EXIT SERVICES**
- 6.1 Unless authorised under the funding and agreed payment provisions of the relevant Terminating Agreement, each Party shall bear its own costs incurred in providing the Exit Assistance.
- 7 STRANDED COSTS**
- 7.1 The Parties acknowledge that the Lead Provider may have had to enter into longer term agreements than the term of the Terminating Agreement or of the Enhanced Services, or may have otherwise incurred costs that have not been fully reimbursed under the Terminating Agreement as at the Termination Date. Each Terminating Party agrees to reimburse the Lead Provider for costs incurred in discontinuing any or all of the Enhanced Services for which the Lead Provider is the provider in accordance with this Schedule 5. These costs are referred to as Stranded Costs.
- 7.2 The Parties anticipate that Stranded Costs may arise under the following (non-exhaustive) list of cost headings:
- 7.2.1 premises costs;

- 7.2.2 contractual commitments under the Enhanced Service Contract (including costs incurred on early termination and adjustments due to the withdrawal of one or more Participating Practices);
 - 7.2.3 other third-party contractual commitments (including costs incurred on early termination);
 - 7.2.4 costs associated with the removal and/or disposal of equipment; and
 - 7.2.5 staffing costs (including in respect of redundancy or redeployment).
- 7.3 Each Party shall use its reasonable endeavours to mitigate the level of Stranded Costs payable, including by serving notice under relevant contracts once it receives notice of termination of the Terminating Agreement and by supporting and redeploying staff, equipment and consumables to the extent that it is reasonably practicable to do so.
- 7.4 As part of the good faith discussions in respect of any Succession Plan (or any update to it), the Parties will review and discuss any estimated Stranded Costs set out in the Succession Plan to reflect any revised commitments or mitigations that may impact on the level of Stranded Costs.
- 7.5 Within five Working Days following the start of any Termination Notice Period, the Strategic Oversight Group shall meet to discuss and agree in writing:
- 7.5.1 the estimated Stranded Costs for the relevant Terminating Agreement(s)
 - 7.5.2 any steps that can reasonably be taken to mitigate such Stranded Costs;
 - 7.5.3 the timescales in which the Lead Provider anticipates it will incur the relevant costs; and
 - 7.5.4 any documentation required to evidence such Stranded Costs having been incurred or falling due to the extent that such documentation has not already been provided as part of the monitoring and review provisions of Schedule 2 (Governance).
- 7.6 Following agreement in accordance with paragraph 7.5, the Lead Provider shall submit an invoice to the other Terminating Party for the payment of its agreed Stranded Costs, together with any documentation agreed under paragraph 7.5.4 above and the receiving Terminating Party shall pay such invoice in accordance with the payment provisions set out in the relevant Terminating Agreement.
- 7.7 Where there is any dispute regarding the amount of Stranded Costs or any invoice issued under paragraph 7.6, the Parties shall meet to discuss, clarify, and resolve any issues in good faith as soon as is reasonably practicable. In the event that the Parties are not able to resolve any such issues within 30 days following the date on which the issue was first raised, either Party may refer the issues to be resolved in accordance with the Dispute Resolution Procedure.

8 TRANSFER OF ENHANCED SERVICES ASSETS

- 8.1 As soon as reasonably practicable following a notice to terminate at Terminating Agreement (and at least 3 months prior to its expiry), the Lead Provider shall provide the other Terminating Parties with the up-to-date register referred to in paragraph 3.1.1, indicating which assets are capable of legal transfer to the other Terminating Parties or replacement provider (as applicable).
- 8.2 Each Terminating Party shall notify the Lead Provider as soon as reasonably practicable after receipt of the list pursuant to paragraph 8.1 which if any, assets need to be transferred to it or any replacement provider.

8.3 The Lead Provider shall, at each Terminating Party's request and with the co-operation of the Terminating Party, sell any transferring assets to the Terminating Party or replacement provider (as applicable) at such value as is directed by the Strategic Oversight Group (unless otherwise agreed between the Terminating Parties). Risk in such transferring assets shall pass to the Terminating Party or replacement provider (as applicable) on the Termination Date and title shall pass to the Terminating Party or replacement provider (as applicable) on payment for the same.

9 **TRANSFER OF ENHANCED SERVICES CONTRACTS**

9.1 As soon as reasonably practicable following a notice to terminate at Terminating Agreement (and at least 3 months prior to its expiry), the Lead Provider shall provide the other Terminating Parties with the up-to-date register referred to in paragraph 3.1.1, identifying which contracts are used exclusively to deliver the Enhanced Services.

9.2 Each Terminating Party shall notify the Lead Provider as soon as reasonably practicable after receipt of the list pursuant to paragraph 9.1 which exclusive third party contracts, if any, that Terminating Party requires to be novated to it or any replacement provider.

9.3 The Lead Provider shall, at each Terminating Party's request and with the co-operation of the Terminating Party, use reasonable endeavours to procure the novation to the Terminating Party or replacement provider (as applicable) of any transferring third party contracts notified to it under paragraph 9.2.