

# Panel Membership – Invitation to Tender

## Concept

NHS Providers wishes to create a panel of legal and advisory companies that are expert in their field and specialist in the health sector, which our members can draw on for knowledge and support and which creates a soft-referral mechanism for panel members.

The panel will comprise no more than a dozen members at any one time<sup>1</sup>, with each panel member organisation being a clear and respected leader in their field. Eligible connect partners (consultancy companies and legal firms) are eligible to apply for panel membership, with their participation in the panel running concurrently with their Connect Partnership.

The panel will focus on a few key areas of specialist support that our members need as Board level leaders of their organisations. These will be refreshed each year to keep pace with market developments.

The panel for 2021/22 and 2022/23 will be comprised as follows<sup>2</sup>:

- **Legal Advice:** up to three members
- **Consultancy:** up to six members covering the following areas of specialism:
  - Continuous Improvement
  - Digital Development
  - Strategy Alignment and Goal Delivery
  - System Change and Partnerships
  - Other (see below for details here)

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<sup>1</sup> Subject to annual review as we learn and develop this programme

<sup>2</sup> We will review these numbers each year and we are also exploring extending Panel Membership to other sectors

## Principles

The partnership panel programme will be founded on the following principles:

We will:

- Enable and facilitate high quality discussion between our trust members and members of the panel
- Respect each organisation's effort to protect their intellectual property and to continue to differentiate themselves in the marketplace
- Enable panel members to correspond directly and confidentially with trusts, where the trust wishes to explore a question or concern.

We will not:

- Create a framework contract type arrangement – there are many of those already in existence
- Create environments that feel like “beauty parades” or enable competitors to filter off IP and insight from each other
- Promote panel members beyond the terms of the benefits package outlined herein
- Make direct 1:1 / personal introductions between trusts and individuals whose organisations are panel members.

## Benefits

The Panel Membership benefits package would include the following, tailored<sup>3</sup>, where appropriate:

- A **Question and Answer** mechanism: trust members would be encouraged to ask panel members questions (via NHS Providers), with the Panel agreeing to give up to 50 hours pro bono time over a 12-month period to answer these questions. Responses would be provided back to the member asking the question directly, copying (redacted if necessary) NHS Providers but not other panel members. Trusts would be free to follow up directly with panel members as they need, and in line with their own commissioning procedures

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<sup>3</sup> We are open to new ideas and opportunities to collaborate, both during this selection phase and also as we develop and refine how the panel operates once it is up and running

- Up to four **Thought Leadership Webinars / Discovery Sessions**<sup>4</sup> per panel member per year, with the opportunities for our members to take part being marketed by both NHS Providers<sup>5</sup> and the panel member organisation, as appropriate and agreed. We envisage a typical round table or webinar session lasting for one hour, with the subject matter and speakers crafted to appeal to our members' need for insight and thought leadership. They could, for example include:
  - Experts and leading member advocates discussing a subject with Q&A afterwards
  - A thought leadership session to share insights around an initiative or publication
  - Discovery sessions: to enable interested trusts to learn more about the methodologies and insights of the organisation
- Up to two **round tables** with a small, targeted group of members<sup>6</sup> interested in exploring a case study, topic or challenge together
- A **case study** exemplifying the impact, benefits and support given by the panel member, jointly branded with NHS Providers and with a tailored introduction from our CEO
- "Exhibitor" and "Round Table / Breakout Session" presence at our **annual conference**
- Priority positioning alongside other Panel Members and Connect Partners in our bi-annual **brochure** of commercial partner offers, and on our website

## How the panel will work

NHS Providers will encourage and enable dialogue between panel members and trusts, by promoting the benefit of the panel to trusts and by encouraging trusts to ask for questions and insight of the panel. It will do this in two ways:

- Providing contact details for panel members via our website, for trusts to ask the panel questions directly

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<sup>4</sup> We would advertise the webinar programme to members in our newsletters and on social media – details to be agreed. The event would be chaired or introduced by NHS Providers (normally the Chief Operations Officer). We would not be able to guarantee any minimum number of attendees.

<sup>5</sup> Marketing channels that NHS Providers typically use include our social media channels, newsletters, and website. We plan to create a website hub for panel members that enables trusts to see the talent on offer and engage through that route, as well as via email and other channels. We will look to generate interest in the combined programme of opportunities for our members to take part in discussion, as well as give individual boosts to topics and events closer to the time.

<sup>6</sup> By agreement of the relevant network chair, we would also explore whether some of these sessions might be of interest to specific NHS Provider networks (for CEOs, COOs, CIOs, Medical Directors, etc.). We cannot, however, commit panel members being able to access the networks as their time and agendas are quite full.

- Enabling trusts to ask all panel members a specific question, by emailing NHS Providers (email address to be confirmed but likely to be [panel@nhsproviders.org](mailto:panel@nhsproviders.org)), with trusts being asked to make clear in their email whether it is legal or consultancy advice they require so that we can direct the enquiry appropriately to the relevant group of panel members. NHS Providers will forward this email on to all members of the panel in the relevant group for response. Panel members will be free to respond or not.

NHS Providers does not accept any responsibility or liability for any advice and support given by panel members to trusts. NHS Providers does wish to ensure member satisfaction with the nature of the advice and support. Therefore, where a trust uses the NHS Providers email for the request:

- When answering any question or request for support in writing, panel member Suppliers should include this clarity in an appropriate disclaimer, which NHS Providers will need to agree with you at the outset; and unless client confidentiality needs to be preserved, panel member Suppliers are asked to forward on a copy of their response to the trust's question to NHS Providers ([kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)); where client confidentiality needs to be preserved, panel members are asked to notify NHS Providers that the question has been answered. NHS Providers will follow up with trusts on a sample of these to ensure trusts are satisfied (perhaps a 10% sample, but to be confirmed depending on volume)
- Where a question or request for support is answered by telephone or web-conference, Panel member Suppliers are asked to notify NHS Providers ([kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)) that this has been done, and NHS Providers will follow up with trusts on a sample of these to ensure trusts are satisfied (perhaps a 10% sample, but to be confirmed depending on volume)
- Panel member Suppliers should not "hard sell" off the back of the dialogue generated through panel membership (i.e., use the dialogue to put forward unsolicited offers or proposals to the trust or otherwise pursue a commercial relationship unless the trust has explicitly asked for this)

Where a trust approaches a panel member Supplier directly, without NHS Providers being aware, we will take this on trust (given our rigorous selection of panel members). Any complaints or concerns raised with NHS Providers by trusts will be investigated, and NHS Providers will make clear to trusts how they can raise such concerns directly with us.

We will review these arrangements at least once a year to ensure they are working.

## Selection process

## Application

Applicant organisations to provide a short, written application to covering:

Overall:

- A short commitment statement (max 200 words) of why your organisation wishes to become a Panel Member, what you bring and how you would use this opportunity to engage with and support NHS trusts
- A draft case study (4 pages max) that can be tailored, should you be successful, to show your organisation's strengths and credentials in the UK healthcare sector, and specifically with our members
- A draft entry for our website and commercial brochure setting out how you can help trusts (125 words, one picture and up to two URLs)
- A one-page summary of how you are helping to support and enable diversity and inclusion, both in culture and results, across your organisation and through your work
- Up to five government framework contracts (including through named intermediary onboarding organisations) that trusts can use if they wish to work with your organisation; and the discount(s) you would be willing to provide our members if they cite NHS Providers' Panel Membership as relevant to their decision for engaging your organisation
- Confirmation that your company can accept the terms and conditions as drafted; or specific drafting changes that would make it acceptable (with appropriate explanation) if you cannot.

And for each panel specialism you wish to be considered for (Continuous Improvement; Digital Development; Strategy Alignment and Goal Delivery; and System Change and Partnerships):

- No more than two pages<sup>7</sup> summarising the methodologies / approaches you use
- Two one-page snapshots of relevant and recent<sup>8</sup> work with named NHS trusts and, ideally, how this has impacted across the wider system (whether in your approach or within our members), each with a client testimonial and contact details for us to follow up on if required
- The number of individuals within the organisation with relevant expertise (as number and percentage of total employees in the organisation), by seniority (partner or C suite / senior management / junior management / recent graduate)

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<sup>7</sup> A page is taken to be A4 with printable margins and font size 10 point or greater.

<sup>8</sup> Within the last 2 years. These snapshots need to demonstrate capability and expertise in the specialist area concerned, and are not intended for external publication or sharing at this stage, though we may at our mutual agreement choose to turn them into case studies for publication during the year.

- Example pen pictures for individuals who typically lead or play a major role in your work with trusts in this area of specialism
- Confirmation that you are content with the Panel Membership Terms and Conditions, and that you are willing to offer up to 50 hours per annum pro-bono to answer trust questions via the panel membership Q&A process
- Confirmation of whether you want to commit to a one, two or three-year relationship at this stage

In addition and optional: list up to ten other areas of expertise that you are willing for trusts to approach you on / ask questions about, with a short paragraph outlining your track record and expertise in this area, plus at least one client testimonial that we can follow up on if required.

### Selection criteria:

- **Expertise** of team in each of the specialist fields being applied for. Four-point scale:
  - 4 – Deep expertise** in the field: leading experts, world-class methodology / approach to providing advice, long-standing experience of working with the NHS trusts and other fields / countries bringing different perspectives and insights
  - 3 – Strong expertise** in the field: leading experts, strong methodology / strong experience of working with NHS trusts
  - 2 – Moderate expertise** in the field: generalist expertise, competent methodology, some experience of working with the NHS trusts
  - 1 – Weak expertise** in the field: leading experts, strong methodology / experience of working with the NHS trusts
- **Track record** of company. Four-point scale:
  - 4 – Excellent track record:** long-standing (ten or more years) and very impactful presence in the health sector, specifically with NHS trusts, great testimonials from trust leaders about the work and impact within and beyond the trust
  - 3 – Strong track record:** strong presence (five to ten years) and impact in the health sector, testimonials evidence impact at trust level but not beyond (i.e. work or impact has not translated elsewhere)
  - 2 – Moderate track record:** less than five years' presence in the field, adequate methodologies, impacting on parts of the trust but perhaps not across the whole organisation
  - 1 – Weak track record:** new entrant to the sector

- **Commitment to support the NHS** through Panel Membership, as evidenced in the commitment statement. Four-point scale:
  - 4 – Excellent commitment:** comfortable committing the pro bono time and leveraging the benefits in this programme to engage with trusts, with strong ideas for how we might develop the relationship further
  - 3 – Strong commitment:** comfortable committing the pro bono time and leveraging the benefits in this programme and committed to exploring how to develop the relationship
  - 2 – Moderate commitment:** perhaps some reservations about whether this is the right programme for your organisation, but willing to explore
  - 1 – Weak commitment:** wanting to dial down the commitments we are looking for
- Commitment and track record on **diversity and inclusion**. Four-point scale:
  - 4 – Excellent commitment and track record:** your organisation recognises strengths, weaknesses, and challenges and is actively improving diversity and inclusion internally and in your work with clients
  - 2 – Strong commitment and track record:** your organisation recognises strengths, weaknesses, and challenges in improving diversity and inclusion, and is starting to address these internally and in your work with clients
  - 2 – Moderate commitment:** your organisation recognises the importance of diversity and inclusion, but is only working to address challenges internally, rather than in how you work with clients
  - 1 – Weak commitment:** your organisation recognises the importance of diversity and inclusion but has not yet begun to address the challenges of making progress

## Shortlisting and selection

Shortlisting for inclusion as a panel member will be done in two stages: First, NHS providers will undertake an initial sift against the above criteria and a basic due diligence check to ensure minimum quality threshold for the bid and that there are no negative regulatory / trust disputes.

Final decisions on selection will then be made by NHS Providers' Executive Directors, and at least two representatives from trusts with relevant purchasing expertise / responsibility), using the same criteria above.

## Timetable for selection and programme initiation

- ITT issued: 18 December 2020
- Applications received: 31 January 2021 – email to [kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)
- Shortlisting: by 19 February 2021
- Final selection and confirmation complete: by 28 February 2021
- Contract signature and Programme Initiation: March 2021
- Programme launches to trusts: April 2021

## Membership renewal

We envisage running this process once each year, to ensure we remain at the desired number of panel member Suppliers. Existing panel member Suppliers will be able to renew their membership before we run the refresh process, and confirmation of renewal will require 2 relevant case studies and endorsements for work done in their specialist area during the last year.

## Pricing

Panel membership will be priced at £20,000 per annum, with a 12.5% discount on all payments for a 2-year relationship and a 15% discount on all payments for a three-year relationship.

For existing Connect Partners, a nominal consideration would be required to take part in the panel for the duration of their Connect Partner contract. At the end of their Connect Partner contract, they would be able to switch over to a new Panel Membership contract with the associate benefits if they wish.

## Panel Membership Terms and Conditions

See below.



**DATED**

**1 APRIL 2021**

**(1) FTN TRADING LIMITED  
(NHS PROVIDERS)**

**- AND -**

**(2) [COMPANY NAME]**

**NHS PROVIDER PANEL MEMBERSHIP AGREEMENT**

**HEMPSONS  
Hempsons  
100 Wood Street  
London  
EC2V 7AN Tel: 020 7839 0278  
Fax: 020 7839 8212  
[London@hempsons.co.uk](mailto:London@hempsons.co.uk)**

**HEMPSONS**

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This Agreement is dated

1 April 2021

**BETWEEN**

- (1) **FTN TRADING LIMITED** incorporated and registered in England and Wales with company number 07940647 whose registered office is at One Birdcage Walk, London, SW1H 9JJ (“**NHS Providers**”); and
  - (2) **[Company name and registered address (“Supplier”)]**
- each a “**Party**” and together the “**Parties**”.

**BACKGROUND**

- (A) NHS Providers is a membership organisation and trade association for the NHS acute, ambulance, community and mental health services that treat patients and service users in the NHS.
- (B) The Supplier provides or wishes to provide Goods/Services to the NHS and in particular to members of NHS Providers.
- (C) NHS Providers and the Supplier have agreed that in relation to designated Goods/ Services NHS Providers will provide a service known as NHS ship for Suppliers to introduce them to its membership on the terms set out in this Agreement.

**Agreed terms**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this Agreement.

<b>Agreement</b>	this Agreement including its schedules.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Brand Guidelines</b>	the brand guidelines issued by NHS Providers which depict NHS Providers’ Mark and set out NHS Providers’ requirements for use of NHS Provider’s Mark, a copy of which is appended to this Agreement at Appendix 1.
<b>Co-branded Publication</b>	a publication to be jointly agreed which shall include NHS Providers’ Mark and Supplier’s Mark to be made available in electronic and printed form to the Membership.
<b>Co-developed Material</b>	has the meaning given in clause 6.7(2).
<b>Commercial Rights</b>	any and all rights of a commercial nature connected with NHS Providers, including

	without limitation, new media rights, Supplier Benefits, merchandising rights, licensing rights, advertising rights and hospitality rights.
<b>Delegate</b>	an individual nominated by the Supplier to attend NHS Providers Conference.
<b>Fee</b>	the sum payable in respect of the Supplier Benefits, details of which are set out in clause 4.
<b>Force Majeure Event</b>	any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party (other than lack of funds on the part of the Supplier) including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, transport disruption, failure or shortage of power supplies, war, military operations, riot, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court or competent national authority.
<b>Goods/Services</b>	Those goods/services that the Supplier provides or wishes to provide to the NHS and in particular to the Membership and to which this Agreement applies.
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
<b>Membership</b>	the membership organisations of NHS Providers.
<b>Member</b>	an organisation in the Membership.
<b>NHS</b>	National Health Service.
<b>NHS Logo</b>	the NHS logo, also known as the lozenge, being the registered trademark for the NHS

	owned by The Secretary of State for Health and Social Care.
<b>NHS Providers Conference</b>	a (usually) annual conference and exhibition hosted by NHS Providers the date and time of which will vary from time to time – and the format may be either virtual or face to face.
<b>NHS Providers Events</b>	such events other than NHS Providers Conference as may be organised by NHS Providers during the Term – either virtual or face to face.
<b>NHS Providers' Mark</b>	NHS Providers' logo as set out in Schedule 3.
<b>NHS Providers Panel Member Mark</b>	NHS Providers Panel Member logo as set out in Schedule 3.
<b>NHS Providers website</b>	the official website of NHS Providers situated at <a href="https://nhsproviders.org/">https://nhsproviders.org/</a> .
<b>Supplier Benefits</b>	the services provided by NHS Providers to Supplier during the Term as set out in this Agreement.
<b>Supplier's Mark</b>	the Supplier's logo as notified from time to time.
<b>Supplier Materials</b>	any and all items, samples of Suppliers' products, services and promotional, marketing or advertising materials and premiums produced by or on behalf of the Supplier which bear NHS Providers' Mark.
<b>Supplier Website</b>	such website as may be nominated by the Supplier from time to time.
<b>Term</b>	12 calendar months ending on the anniversary of this Agreement, unless otherwise stated in Schedule 4.

## 1.2 Interpretation

In this Agreement:

- 1 clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 7 a reference to **writing** or **written** includes email;
- 8 an obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 9 reference to **this Agreement** (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Agreement) from time to time;
- 10 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 11 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 12 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## **2 TERM AND RENEWAL**

- 2.1 This Agreement shall take effect on and from **1 April 2021** and shall continue unless terminated earlier in accordance with the provisions of this agreement for the Term.
- 2.2 The Agreement shall terminate automatically at the end of the Term without further notice being required provided that where NHS Providers has not held the NHS Provider Conferences and two speaking opportunities at NHS Provider Events during the Term, the Term will be extended for a further period to allow attendance at such events.
- 2.3 Subject to clause 2.2 the Parties may agree to extend or renew this Agreement, with any such agreement or extension to be agreed in writing.

## **3 GRANT OF RIGHTS**

- 3.1 In consideration of the payment to NHS Providers by the Supplier of the Fee NHS Providers grants to the Supplier:
- 1 the Supplier Benefits; and
  - 2 a non-exclusive, worldwide licence to use the NHS Providers' Mark and the NHS Providers Mark solely to the extent set out in the Supplier Benefits, which shall be revocable for breach of this Agreement;
- during the Term and in accordance with the terms of this Agreement.
- 3.2 All rights not expressly granted to the Supplier under this Agreement are hereby reserved to NHS Providers. Supplier acknowledges and agrees that:
- 1 NHS Providers is the owner of the Commercial Rights and of all rights in NHS Providers' Mark and NHS Providers' Mark;
  - 2 the Supplier shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Supplier Benefits.

- 3.3 In the event that, for whatever reason, NHS Providers is unable to deliver any of the Supplier Benefits precisely as set out at Schedule 1, NHS Providers may, with the prior written consent of the Supplier, substitute alternative rights in the nature of the Supplier Benefits to an equivalent value without penalty.
- 3.4 This Agreement is non-exclusive, and NHS Providers shall be entitled to enter a similar arrangement with any other third party. The Supplier agrees that NHS Providers shall not be nor considered to be nor deemed to be in breach of any provision of this Agreement as a result of entering into such arrangement.
- 3.5 Nothing in this Agreement extends any right in or over the NHS Logo.

#### **4 CONSIDERATION**

- 4.1 In consideration of the grant of the Supplier Benefits, the Supplier agrees to pay to the NHS Providers the Fee in the sums and on the dates set out in Schedule 4.
- 4.2 The sum set out in Schedule 4 is exclusive of taxes, which, if applicable, shall be paid by the Supplier in addition thereto.
- 4.3 Payment of the Fee shall be made in full without any set-off, deduction or other withholding whatsoever.

#### **5 OBLIGATIONS OF NHS PROVIDERS**

- 5.1 In consideration of the payment of the Fee, NHS Providers undertakes to the Supplier as follows:
- 1 subject to clause 3.3, deliver or procure the delivery of the Supplier Benefits to the Supplier;
  - 2 that it has and will continue to have throughout the Term full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it by this Agreement;
  - 3 to use its reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of his/her employment, makes any statement that is knowingly defamatory, disparaging of or derogatory to the Supplier;
  - 4 to keep the Supplier informed as promptly as reasonably practicable with respect to the timing and location of NHS Providers Events and NHS Providers Conference and any material developments or changes which might affect the Supplier's enjoyment of the Supplier Benefits; and
  - 5 that it owns and controls the NHS Providers' Mark and NHS Providers' Mark.
- 5.2 Nothing in this Agreement shall require NHS Providers to endorse or otherwise promote the Supplier and/or its Goods/Services except as provided for in this Agreement. For the avoidance of doubt, NHS Providers is not obliged to make any recommendations about the Goods/Services, or give advice to its Membership to use the Goods/Services of the Supplier and purchase of the Goods/Services of the Supplier will be entirely at the discretion of the Membership and in accordance with their procurement law requirements.

#### **6 OBLIGATIONS OF THE SUPPLIER**

- 6.1 The Supplier hereby represents, warrants and undertakes that:
- 1 it shall pay the Fee and in the amounts and on the dates specified in clause 4.1;

- 2 it has, and will continue to have throughout the Term, full right, title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
  - 3 it shall exercise the Supplier Benefits strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Supplier shall not be entitled to use or exploit any of the Commercial Rights (other than the Supplier Benefits) in any way;
  - 4 it shall not use the NHS Providers' or NHS Providers' Panel Member Marks in connection with any website or mobile device application save as expressly provided in this Agreement;
  - 5 it shall not do or permit anything to be done which would reasonably be expected to adversely affect the rights of NHS Providers in or to any of the Commercial Rights or the value of the Commercial Rights;
  - 6 it shall use reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of his/her employment, makes any statement that is knowingly defamatory, disparaging of or derogatory to NHS Providers;
  - 7 it shall ensure that any and all Supplier Materials are produced in accordance with the terms of this Agreement;
  - 8 it shall, at all times, comply with any provisions of the Brand Guidelines; and
  - 9 it shall execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by NHS Providers to protect NHS Providers' and NHS Providers' Panel Member Marks. This may include recording the terms of this Agreement or any understanding or obligation under this Agreement on any trademark register or other register, or in any other way.
- 6.2 The Supplier may not sub-licence, assign or otherwise dispose of any of the rights granted to it in clause 3.1 without NHS Providers' prior written consent.
- 6.3 The Supplier hereby grants to NHS Providers a non-exclusive, worldwide, fully-paid up and royalty-free licence for the Term of this Agreement, which shall be revocable for breach of this Agreement, to use the Supplier's Mark in connection with the delivery of the Supplier Benefits and NHS Providers' rights under this Agreement.
- 6.4 The Supplier agrees and consents to the use and reproduction by or on behalf of NHS Providers of the Supplier's Mark and any audio, visual and audio-visual or electronic recordings of the same, by all or any means and in all or any form of media whether now known or hereafter to be invented (including, without limitation, in connection with any official website, mobile device application and any other official product or publication) throughout the world for the duration of this contract for the purposes of advertising, merchandising, publicity and otherwise in relation to the exploitation of such audio, visual and audio-visual or electronic recording.
- 6.5 The Supplier shall ensure that all uses of the NHS Providers' and NHS Providers' Panel Member Marks on Supplier Materials shall conform with the Brand Guidelines and the terms of this Agreement. The Supplier shall, at the request of NHS Providers, as soon as reasonably practicable, withdraw any Supplier Materials, which, in NHS Providers' reasonable opinion, do not comply with the provisions of the Brand Guidelines or the terms of this Agreement. For the avoidance of doubt, failure by the Supplier to comply with such a request shall constitute a material breach of this Agreement for the purposes of clause 7.

- 6.6 The Supplier shall not issue, publish, circulate or otherwise make use of any Supplier Materials or exercise the Supplier Benefits without the prior approval of NHS Providers in accordance with this clause 6.6 as follows:
- 1 the Supplier shall submit to NHS Providers all Supplier Materials prior to the proposed issue of the same and shall not publish, circulate or otherwise issue any Supplier Materials which are not so approved; NHS Providers will respond within 2 working days.
  - 2 in the event that the Supplier submits Supplier Materials which are approved under clause 1, the Supplier shall ensure that such Supplier Materials do not materially deviate from the form approved by the NHS Providers; and
  - 3 in the event that at any time any Supplier Materials fail to materially conform to any approved version the Supplier shall, as soon as reasonably practicable withdraw any and all such Supplier Materials from circulation.
- 6.7 The Supplier agrees that NHS Providers shall own all the Intellectual Property Rights generated or developed by the Supplier and/or NHS Providers:
- 1 in the Co-branded Publication;
  - 2 in any other document, material or item developed or contributed to by the Supplier and NHS Providers ("**Co-developed Material**").
- 6.8 The Supplier hereby assigns to NHS Providers all its right, title and interest in and to the Co-branded Publication and the Co-developed Material. To the extent that ownership of any Intellectual Property Rights does not transfer to NHS Providers under the prospective assignment in this clause 6.8, the Supplier shall hold the same in trust for NHS Providers and shall undertake such acts and execute such documents as may be requested by NHS Providers to perfect NHS Providers' ownership of such Intellectual Property Rights.
- 6.9 NHS Providers hereby grants to the Supplier a non-exclusive, worldwide licence for the Term to use the Co-branded Publication and the Co-developed Material solely to the extent required for the Suppliers use of the Supplier Benefits, which licence shall be revocable for breach of this Agreement.

## **7 NO GUARANTEE**

- 7.1 NHS Providers shall provide the Supplier Benefits in good faith. NHS Providers makes no warranty, guarantee, promise or other representation (whether directly or indirectly) that the provision of the Supplier Benefits will lead to any of the Membership considering the Supplier's Goods/Services and/or any increased sales by the Supplier to the Membership.
- 7.2 NHS Providers offers no advice on any procurement rules or procedures in place and used by any of the Membership in relation to the Goods/Services offered by the Supplier.
- 7.3 The Supplier has decided to take the Supplier Benefits at its own risk.

## **8 TERMINATION**

- 8.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement without liability to the other immediately (or following such notice period as it sees fit) by giving written notice to the other Party if:
- 1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

- 2 the other Party commits a breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
  - 3 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
  - 4 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
  - 5 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or
  - 6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party; or
  - 7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party; or
  - 8 a floating charge holder over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or
  - 9 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or
  - 10 the other Party, being an individual, is the subject of a bankruptcy petition or order; or
  - 11 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - 12 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 4 to clause 11 (inclusive); or
  - 13 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - 14 the other Party, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
  - 15 there is a change of control of the other Party; or
  - 16 as a result of any act or omission by the other Party the Party reasonably considers that the image or reputation of the Party has been, or is likely to be, (if such breach were repeated), materially adversely affected.
- 8.2 NHS Providers may terminate this Agreement without liability to the Supplier immediately by giving written notice to the Supplier if:

- 1 the Supplier has offered or given or agreed to give to any person employed or engaged by NHS Providers or any other person any gift or payment of any kind as an inducement or reward for doing or not doing or for having done or not done any action in relation to this Agreement, or any other agreement with NHS Providers, or if the same has been done by any person employed by the Supplier or acting on the Supplier's behalf (with or without the knowledge of the Supplier);
- 2 notwithstanding the above, NHS Providers reasonably suspects that the Supplier has or intends to commit a breach of clause 8.2.1.

## **9 CONSEQUENCES OF TERMINATION**

- 9.1 The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement.
- 9.2 On expiry or termination of this Agreement:
  - 1 all of the Supplier Benefits shall forthwith terminate;
  - 2 the licence granted by NHS Providers to the Supplier under clause 3.1(2) and the licence granted by the Supplier to NHS Providers under clause 6.3 shall forthwith terminate without notice;
  - 3 the licence granted by NHS Providers to the Supplier under clause 6.9 shall forthwith terminate without notice;
  - 4 the Supplier shall not use or exploit its previous connection with the NHS Providers, whether directly or indirectly;
  - 5 each Party shall promptly return to the other all of the property of the other within its possession; and
  - 6 NHS Providers shall not be obliged to repay any of the Fee to the Supplier.

## **10 FORCE MAJEURE**

- 10.1 If, by reason of any Force Majeure Event, NHS Providers is delayed in or prevented from performing any of the provisions of this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by the Supplier by reason thereof.
- 10.2 Should the Supplier's exercise of the Supplier Benefits under this Agreement be materially hampered, interrupted or interfered with by reason of any Force Majeure Event, then the obligations of NHS Providers shall be suspended during the period of such hampering, interference or interruption consequent on such Force Majeure Event and shall be postponed for a period of time equivalent to the period of suspension, and the parties shall use their best endeavours to minimise and reduce any period of suspension occasioned.

## **11 LIABILITY AND INDEMNITY**

- 11.1 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment.
- 11.2 Nothing in this Clause 11 shall limit the Supplier's payment obligations under this Agreement.
- 11.3 Subject to clause 11.1, neither Party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct

or indirect result of breach or non-performance of this Agreement due to a Force Majeure Event.

- 11.4 Subject to clause 11.1, under no circumstances shall NHS Providers be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the other Party, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
- 11.5 Subject to clauses 11.1 and 11.3, NHS Providers maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of its obligations under this Agreement in respect of any one or more incidents or occurrences during the Term shall be limited to a sum equal to the amount of the Fee received paid by the Supplier and received by NHS Providers as at the date of such act or omission.
- 11.6 The Supplier shall indemnify and keep indemnified NHS Providers from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with the exercise by the Supplier of the Supplier Benefits, whether or not in accordance with the provisions of this Agreement and the use by NHS Providers of the Supplier's Mark.
- 11.7 The Supplier shall indemnify and keep indemnified NHS Providers from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the use of the Supplier's Mark by NHS Providers infringes any Intellectual Property Rights or moral rights of any third Party.
- 11.8 Each Party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any Intellectual Property Rights or moral rights of either Party which comes to the other's notice, and of any claim by any third Party coming to its notice.

## **12 ASSIGNMENT**

- 12.1 The Supplier shall not assign or attempt to assign in whole or in part the benefit of this Agreement without the prior written consent of the NHS Providers, such consent not to be unreasonably withheld or delayed.
- 12.2 NHS Providers may assign in whole or in part the benefit and/or burden of this Agreement, which shall ensure to the benefit of the successors in title and assigns of NHS Providers.

## **13 ANNOUNCEMENTS AND CONFIDENTIALITY**

- 13.1 No announcement shall be made by either Party in relation to this Agreement without the prior written consent of the other and neither Party shall, without the prior written consent of the other (save as required by law), disclose to any third Party any information concerning the terms or subject matter of this Agreement after the date of this Agreement.

## **14 POINTS OF CONTACT**

- 14.1 The principal point of contact for each Party (unless the other Party is notified otherwise in writing) shall be as detailed in Schedule 2.
- 14.2 The Supplier acknowledges and agrees that it is not entitled to rely on any representation, authorisation or decision of the NHS Providers unless made by the principal point of contact (or his designated replacement) set out in Schedule 2.

## **15 NOTICES**

- 15.1 Any notice or other communication given to a Party under or in connection with, this Agreement shall be in accordance with the provisions of Schedule 2.
- 15.2 The provisions of this Schedule 2 shall not apply to the service of any proceedings or other documents in any legal action.

## **16 GENERAL**

- 16.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement 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.
- 16.2 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.3 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.4 Each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.
- 16.5 Each Party shall use all reasonable endeavours to procure that any necessary third Party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 16.6 If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable.
- 16.7 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.8 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture 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.

## **17 COUNTERPARTS**

- 17.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 17.2 No counterpart shall be effective until each Party has executed at least one counterpart.

## **18 THIRD PARTY RIGHTS**

- 18.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **19 DISPUTE RESOLUTION**

- 19.1 If any dispute arises in connection with this Agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure.
- 19.2 Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- 19.3 To initiate the mediation a Party must give notice in writing (**ADR notice**) to the other Party, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 19.4 Unless otherwise agreed, the mediation will start not later than 28 Business Days after the date of the ADR notice.
- 19.5 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **20 DATA PROTECTION LEGISLATION**

- 20.1 Both Parties shall comply with Schedule 5 (Data Protection Legislation) at all times during the Term of this Agreement and for any applicable thereafter.

## **21 GOVERNING LAW AND JURISDICTION**

- 21.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 Each Party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.

## **Schedule 1 The Supplier Benefits**

### **1. NHS PROVIDERS PANEL MEMBERSHIP**

NHS Providers owns all rights in and over the use of the name NHS Providers and NHS Providers Panel Membership.

### **2. NHS PROVIDERS / NHS PROVIDERS PANEL MEMBER MARKS**

Subject to the Brand Guidelines and the terms of this Agreement, the Supplier may display the NHS Providers' and / or NHS Providers Panel Member Marks in a form, size and positioning as approved in writing in advance by NHS Providers on the Supplier Materials in connection with the Supplier's services.

### **3. ANSWERING QUESTIONS ASKED OF THE PANEL**

3.1 NHS Providers will encourage and enable dialogue between Suppliers and trusts, by promoting the benefit of the panel to trusts and by encouraging trusts to ask for questions and insight of the panel. It will do this in two ways:

- (a) Providing contact details for Suppliers via NHS Providers' website, for trusts to ask Suppliers questions directly
- (b) Enabling trusts to ask a specific question of Suppliers, by emailing NHS Providers (email address to be confirmed but likely to be [panel@nhsproviders.org](mailto:panel@nhsproviders.org)), with trusts being asked to make clear in their email whether it is legal or consultancy advice they require so that we can direct the enquiry appropriately to the relevant group of Suppliers. NHS Providers will forward this email on to all Suppliers on the panel in the relevant group for response. Supplier's will be free to respond or not. Where no panel member chooses to respond, NHS Providers will make a second call for responses and then liaise with the trust accordingly if none is forthcoming.

3.2 NHS Providers does not accept any responsibility or liability howsoever arising for any advice and support given by Suppliers to trusts. That is entirely a matter between the Supplier and the trust. NHS Providers is committed to trust member satisfaction with the quality of any advice and support provided by Suppliers', where a trust uses the NHS Providers email for that purpose:

- (a) When answering any question or request for support in writing, Suppliers should use reasonable endeavours to include an appropriate disclaimer, which NHS Providers will need to agree with the Supplier before the Supplier commences the supply of services to trusts under this Agreement. Unless client confidentiality needs to be preserved, Suppliers are asked to forward on, in strictest confidence, a copy of their response to the trust's question to NHS Providers ([kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)). Where client confidentiality needs to be preserved, Suppliers are asked to notify NHS Providers that the question has been answered. NHS Providers will follow up with trusts on a

sample of these to ensure trusts are satisfied (perhaps a 10% sample, but to be confirmed depending on volume)

- (b) Where a question or request for support is answered by telephone or web-conference, Suppliers are asked to notify NHS Providers (kevin.rennie@nhsproviders.org) that this has been done, and NHS Providers will follow up with trusts on a sample of these to ensure trusts are satisfied (perhaps a 10% sample, but to be confirmed depending on volume)
- 3.3 Suppliers should not "hard sell" off the back of the dialogue generated through NHS Providers Panel Membership (i.e., use the dialogue to put forward unsolicited offers or proposals to the trust or otherwise pursue a commercial relationship unless the trust has explicitly asked for this).
- 3.4 Where a trust approaches a Supplier directly under the NHS Providers Panel Membership arrangements, without NHS Providers knowledge, we will take this on trust (given our rigorous selection of Suppliers). Any complaints or concerns raised with NHS Providers by trusts will be investigated, and NHS Providers will make clear to trusts how they can raise such concerns directly with us.
- 3.5 We will review these arrangements at least once a year to ensure they are working.

#### **4. NHS PROVIDERS CONFERENCE AND EVENTS (VIRTUAL OR FACE-TO-FACE)**

- 4.1 The Supplier shall have the right to send up to five Delegates to the NHS Providers Conference 2020 at no additional charge; will be provided an exhibition space (or virtual equivalent); and the option to run a break-out session.
- 4.2 Whether virtual or face to face, NHS Providers will work with the Supplier to agree additional ways to showcase their work in line with the conference themes and breakout sessions.
- 4.3 Whether virtual or physical, inclusion of a co-branded case study (see 5.1 below) in conference packs attended or sponsored by the Supplier.
- 4.4 The Supplier will receive pre-event briefing (if necessary, via video or teleconference) prior to attending NHS Providers Conference; including GDPR compliant information about trust attendance at the conference.
- 4.5 Joint communication activities will be agreed between NHS Providers and the Supplier to promote the conference and the Supplier's presence at it.
- 4.6 The Supplier shall have the right to send two Delegates (and three if the conference is virtual) to attend our other main conference in the year (either on Quality or Governance – we alternate these each year) at no additional charge.

4.7 No guarantee or warranty is given or representation is made as to the number of individuals or organisations who will be in attendance at the NHS Providers Conference.

4.8 Where sponsorship opportunities are available for these events, the Supplier will be entitled to bid for these, with joint communication activities agreed in line with any agreed sponsorship package.

## **5. JOINT WEB-CONFERENCE / ROUND TABLE EVENTS (VIRTUAL OR FACE TO FACE)**

5.1 The Supplier will have the opportunity to co-host with NHS Providers up to four commercial Supplier webinars, on dates, to a format and on a subject matter set by mutual agreement. Joint communication activities will be agreed between NHS Providers and the Supplier to promote these. We envisage a typical webinar session lasting for one hour, with the subject matter and speakers crafted to appeal to our members' need for insight and thought leadership. They could, for example include:

- (a) Experts and leading member advocates discussing a subject with Q&A afterwards
- (b) A thought leadership session to share insights around an initiative or publication
- (c) Discovery sessions: to enable interested trusts to learn more about the methodologies and insights of the organisation

5.2 The Supplier will have the opportunity to co-host with NHS Providers up to two round tables with a small, targeted group of members interested in exploring a case study, topic or challenge together.

5.3 No guarantee or warranty is given, or representation is made as to the number of individuals attending the above events, or organisations attending our other major conferences.

## **6. ADVERTISING, BRAND AWARENESS, AND OTHER PROMOTIONAL BENEFITS**

6.1 **Co-branded Case Study:** the Supplier and NHS Providers shall develop a mutually acceptable Co-branded Case Study outlining the potential benefits of the Goods/Services with a case study setting out their use or benefit within the NHS which shall be made available to the Membership:

- (a) At selected NHS Provider Events (at NHS Providers' sole discretion (acting reasonably) and where NHS Providers considers appropriate (acting reasonably));
- (b) At the NHS Providers Conference;
- (c) At other relevant events where NHS Providers attend (at NHS Providers' sole discretion (acting reasonably) and where NHS Providers considers appropriate (acting reasonably));

- (d) On the NHS Providers website accessible to Membership to:
  - (i) have a reciprocal hypertext link between the Supplier Website and the NHS Providers Website; and
  - (ii) have one page of the NHS Providers Website dedicated to the Supplier, subject to NHS Providers' approval (acting reasonably) of the content of such page.
  
- 6.2 **Publications / Blogs:** in addition to the case study (6.1), the Supplier and NHS Providers shall collaborate on up to two articles or blogs in the year. One of these may be substituted (at NHS Providers' sole discretion) by a case study or thought leadership piece in one of NHS Providers' own publications. The content shall be researched and prepared by the Supplier (with up front input on themes and questions provided at NHS Providers discretion) and quality assured or edited (or both) by NHS Providers, with final editorial control and publication channels used at NHS Providers' sole discretion.
  
- 6.3 **Commercial Suppliers' Brochure and Website** – the Supplier will be entitled to an entry, with premium placing, detailing the Supplier's Goods/Services in NHS Provider's Commercial Suppliers' Brochure, published twice a year – 125 words, logo and 1-2 images – and on our Commercial Suppliers' website pages.
  
- 6.4 **Advertisements** - up to four free adverts a year (once per quarter or otherwise by agreement), highlighting the Supplier's Goods/Services in the following NHS Provider's newsletters:
  - (a) Today's Health News
  - (b) This Week Next Week
  
- 6.5 **Other marketing channels** - inclusion in the following marketing campaigns by NHS Providers
  - (a) Social media- NHS Providers shall, on an ad hoc basis (at NHS Providers' sole discretion and where NHS Providers considers appropriate) include reference to the Supplier within postings by NHS Providers to the NHS Provider twitter and LinkedIn accounts – up to 12 times in the year, including when the Supplier brings their own posts to NHS Providers' attention (through the NHS Providers Account Manager) for re-sharing. These shall include a hashtag “#NHSPPanelMember”.

## 7. NEWS AND INSIGHT

- 7.1 The Supplier will be entitled to receive subscription to our key newsletters at no additional cost:
  - (a) Today's Health News
  - (b) This Week Next Week

7.2 On an ad hoc basis, the Supplier will receive our periodic bulletins and reports that dig deep into the priorities of our members.

7.3 The Supplier will be invited to attend quarterly web-conferences for commercial Suppliers to hear from and dialogue with a member of our senior management team on the latest issues in the sector.

## **8. SUPPLIER MEETINGS**

8.1 The Supplier will, at an additional cost, be able to invite NHS Providers to speak at the Supplier's own meetings or events, with acceptance at NHS Providers' discretion. These are charged at the following rates (with the cost of the first event included in the fee set out at Schedule 1):

- (a) CEO or Deputy CEO: £3,000
- (b) Other Directors: £1,500
- (c) Other NHS Providers' Staff: £1,000

## **9. ACCOUNT REVIEW**

9.1 NHS Providers will hold a quarterly account review meeting with the Supplier to ensure you are getting best value from your status. This will be with the NHS Providers account manager and the Chief Operating Officer, who are both members of NHS Provider's commercial team.

## Schedule 2 Points of Contact/Notices

The principal point of contact for each Party (unless the other Party is notified otherwise in writing) shall be:

NHS Providers: Kevin Rennie  
Interim Chief Operating Officer  
One Birdcage Walk  
London SW1H 9JJ  
[kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)  
07770 700 743

Company name: Name  
Contact details

Any notice or other communication given to a Party under or in connection with this Agreement shall be:

- a. in writing;
- b. delivered by hand by pre-paid first-class post or other next working day delivery service; and
- c. sent by post to:
  - i. NHS Providers at the address above;
  - ii. Company name at the address above.
- d. sent by email to:
  - i. NHS Providers at [kevin.rennie@nhsproviders.org](mailto:kevin.rennie@nhsproviders.org)
  - ii. The Supplier at [email]; or
  - iii. To any other address or email address as is notified in writing by one Party to the other from time to time.

Any notice or other communication given by either Party shall be deemed to have been received:

- a. If delivered by hand between 09:00a.m. and 16:30 on a Business Day, at the time it is signed for at the relevant address; or in any other case, 09:00 on the next Business Day after the day on which it was delivered;
- b. If sent by email on a Business Day before 16.30 on that day; or in any other case, 09:00 on the next Business Day after the day on which it was sent;
- c. If posted by pre-paid first-class recorded delivery post or other recorded next-working-day delivery service, on the second Business Day after posting.

### Schedule 3 The NHS Providers and NHS Providers Panel Member Marks

As per 6.1.4 use of these Marks is to be agreed with NHS Providers in advance, and in line with the style guide provided separately as appendix 1 to this contract.



This mark only to be used by exception and where agreed in advance.

**[NHS Providers Panel Member Electronic Mark to be designed and inserted here]**

This Mark to be used on websites / electronic documents with a hyperlink to [www.nhsproviders/nhspconnet](http://www.nhsproviders/nhspconnet)

**[NHS Providers Panel Member Printed Mark to be designed and inserted here]**

This Mark to be used on printed material / material designed to be printed

## Schedule 4 Fee and Payment Details

The Fee is £20,000 + VAT, payable on signing the contract, with a 12.5% discount on a 2-year relationship and a 15% discount on a three-year relationship. If the multi-year option is taken, the following payment arrangements will apply:

2-year relationship:

- £17,500 payable on signing the contract
- £17,500 payable 12 months after the contract start date

3-year relationship:

- £17,000 payable on signing the contract
- £17,000 payable 12 months after the contract start date
- £17,000 payable 24 months after the contract start date

NHS Providers will issue invoices for the amounts payable. If you need to raise a purchase order within your own organisation for this, please use the following details:

### NHS Providers Trading Ltd Company Information

Company Trading Name:	NHS Providers Trading Ltd
Company Registered Name:	FTN Trading Limited
Registered Address:	1 Birdcage Walk, London, SW1H 9JJ
Accounts Telephone:	0207 304 6967
Email address:	accounts@nhsproviders.org
Company Registration No:	07940647
Company Vat Registration:	143779190

Bank Name:	The Co-operative
Bank Branch:	80 Cornhill, London, EC3V 3NJ
Bank Acct No:	65559596
Bank Sort Code:	08-02-28
Account Name:	FTN Trading Ltd

## Schedule 5 – Data Protection

1. In this Schedule the following additional definitions shall apply:

<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach</b>	are as defined in the Data Protection Legislation.
<b>Data Protection Legislation</b>	the UK Data Protection Legislation and any other European Union legislation relating to personal data 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 the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.
<b>Data Subject Request</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
<b>Protective Measures</b>	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of system and service, ensuring availability of and access to Personal Data can be resorted in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures as adopted.
<b>UK Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (' <b>GDPR</b> '); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. The Parties agree that each shall be a Controller in relation to Personal Data processed in connection with this Agreement and each Party shall at all times comply with its obligations as a Controller under the Data Protection Legislation.
3. The Parties shall provide each other with all reasonable assistance to facilitate compliance by both Parties with the Data Protection Legislation. Neither Party shall do or omit from doing anything that would put the other Party in breach of the Data Protection Legislation.
4. When either Party obtains Personal Data in connection with this Agreement from a person who is not a Party to this Agreement it shall ensure that any such Personal Data has been collected in accordance with the Data Protection Legislation.

5. In the event that any Personal Data is transferred between the Parties in relation to a Data Subject, the Parties acknowledge that Data Subjects may exercise their rights under the Data Protection Legislation against either or both Parties. Each Party shall provide reasonable assistance to the other to facilitate the handling of such claims. Each Party shall bear any costs it incurs in providing such assistance.
6. Each Party shall be responsible for providing Data Subjects with the information set out in Articles 13 and 14 of the GDPR ("**Fair Processing Information**") in accordance with those Articles.
7. The Supplier shall make Fair Processing Information available to Data Subjects who elect to procure its Goods and/or Services before they first procure any of the Supplier's Goods and/or Services.
8. Each Party shall:
  - 1 implement and maintain Protective Measures to protect such Personal Data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage;
  - 2 ensure that employees who have access to Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Personal Data;
  - 3 notify the other Party promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected any Personal Data transferred under this Agreement.
- 9 Each Party undertakes to ensure that, as far as reasonably possible, all data obtained pursuant to this Agreement is obtained and processed lawfully by that Party in accordance with the laws applicable in jurisdiction in which it is based.

Signed by  
duly authorised for and on behalf of  
**FTN TRADING LTD**

) .....

) Name: Kevin Rennie

Date:

Title: Interim Chief Operating Officer

Signed by  
duly authorised for and on behalf of  
**COMPANY NAME**

) .....

) Name

Date

Title

## **Appendix 1 – Brand Guidelines**