



NHS Standard Contract

Template Integration Agreement for Partially Integrated ICPs

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Version number: 3

First published: December 2016

Updated: August 2018

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Classification: Official

Publications Gateway Reference: 07883

DRAFT

DATED

[ICP]	(1)
[PRIMARY MEDICAL SERVICES PROVIDER 1]	(2)
[PRIMARY MEDICAL SERVICES PROVIDER 2]	(3)
[PRIMARY MEDICAL SERVICES PROVIDER 3]	(4)

TEMPLATE INTEGRATION AGREEMENT
FOR
A PARTIALLY INTEGRATED ICP

This Integration Agreement sets out a framework for the parties to work collaboratively to deliver the health and care services provided by each party in an integrated way and to achieve the objectives necessary to assure the success of the partially integrated ICP care model

GUIDANCE NOTES

- 1. This Integration Agreement is a template only for the purposes of facilitating discussions between the ICP and Primary Medical Services Providers as to the terms which should be included in an Integration Agreement. It needs to be developed further (i) by the ICP before it is issued to Primary Medical Services Providers; and (ii) with the participation from Primary Medical Services Providers.*
- 2. This is not capable of execution in its current form.*
- 3. Particular care may be needed to avoid the creation of a relevant merger situation between the parties, if "enterprises" (which can be businesses of any kind, and in the NHS include individual hospital services and specialities) are brought under common ownership or common control. Advice should be sought if shared ownership or control of Integration Agreement services is intended or likely.*
- 4. It is also possible that an Integration Agreement could create a strong or dominant local market position, and if so the prohibitions on abuse of a dominant market position may apply. Examples could be long-term exclusive arrangements, or discriminatory behaviour towards competing providers. Further advice should be sought if necessary.*

CONTENTS

Clause

1.	DEFINITIONS AND INTERPRETATION.....	6
2.	STATUS AND PURPOSE OF THIS AGREEMENT	6
3.	PRE-COMPLETION	7
4.	COMPLETION.....	7
5.	COMMENCEMENT AND TERM	7
6.	INTEGRATION OBJECTIVES	8
7.	INTEGRATION PRINCIPLES	9
8.	RESPONSIBILITIES OF THE PARTICIPANTS	10
9.	GOVERNANCE	11
10.	RESERVED MATTERS.....	12
11.	TRANSPARENCY	12
12.	SERVICES CONTRACTS	13
13.	KEY PERFORMANCE INDICATORS AND RISK/REWARD MECHANISM.....	13
14.	INTELLECTUAL PROPERTY RIGHTS.....	13
15.	CONFIDENTIALITY, FREEDOM OF INFORMATION AND INFORMATION GOVERNANCE	14
16.	PERSONNEL	14
17.	LIABILITY AND INDEMNITY.....	15
18.	FORCE MAJEURE	15
19.	RECTIFICATION, EXIT AND TERMINATION	16
20.	SURVIVORSHIP	20
21.	VARIATION PROCEDURE	20
22.	TRANSFER TO THIRD PARTIES.....	21
23.	PRECEDENCE.....	21
24.	INFORMATION AND FURTHER ASSURANCE	22
25.	ANNUAL REVIEW.....	22
26.	CONTRACT MANAGEMENT RECORDS AND DOCUMENTATION.....	22
27.	WARRANTIES.....	23
28.	RELATIONSHIP OF THE PARTICIPANTS.....	23
29.	NOTICES.....	23
30.	THIRD PARTY RIGHTS	23
31.	SEVERABILITY	24
32.	ENTIRE AGREEMENT.....	24
33.	WAIVER	24
34.	DISPUTE RESOLUTION PROCEDURE	24
35.	COSTS AND EXPENSES	24
36.	LAW AND JURISDICTION.....	24
37.	COUNTERPARTS.....	24
	SCHEDULE 1 - PART 1	26

PRIMARY MEDICAL SERVICES PROVIDERS.....	26
SCHEDULE 1 - PART 2	27
ADDRESSES FOR NOTICES.....	27
SCHEDULE 1 - PART 3.....	28
ICP CONTRACT AND SERVICES CONTRACTS	28
SCHEDULE 2	29
DEFINITIONS AND INTERPRETATION.....	29
SCHEDULE 3	35
SPECIFIC REQUIREMENTS	35
SCHEDULE 4 - PART 1	37
INTEGRATION LEADERSHIP TEAM – TERMS OF REFERENCE	37
SCHEDULE 4 – PART 2	40
INTEGRATION MANAGEMENT TEAM – TERMS OF REFERENCE	40
SCHEDULE 5	41
RISK/REWARD MECHANISM	41
SCHEDULE 6	42
KEY PERFORMANCE INDICATORS	42
SCHEDULE 7	43
CONFIDENTIAL INFORMATION OF THE PARTICIPANTS	43
SCHEDULE 8	44
FREEDOM OF INFORMATION AND TRANSPARENCY	44
SCHEDULE 9	46
DISPUTE RESOLUTION PROCEDURE	46
SCHEDULE 10	48
SCOPE OF SERVICES.....	48

THIS AGREEMENT is made the _____ day of _____ 20____

BETWEEN

- (1) [ICP] whose registered address is [insert] (the "ICP");
- (2) the parties listed in Schedule 1 (the "**Primary Medical Services Providers**");^{1,2}

The ICP and the Primary Medical Services Providers are together referred to in this Agreement as the "**We**", "**Us**" or "**Our**" as the context requires.

"Participant" means any one of Us.

BACKGROUND

- (A) The Participants intend to ensure integrated, high quality, affordable and sustainable health and care services are delivered in the most appropriate way to ***[insert high level description of the population and the services that are in scope of the Agreement]***.
- (B) This Agreement is an integral part of the vision to promote integrated services that deliver personalised care, and it is anticipated that this Agreement will facilitate the objectives of ***[insert description of any local programme/initiative]*** as more fully described in this Agreement that are necessary to the success of a partially integrated ICP Care Model.
- (C) ***[insert any relevant further background to the local programme/initiative including a high level description of the ICP Care Model, particularly highlighting the role the Primary Medical Services Providers will play]***
- (D) Over the period of this Agreement, We will work together positively and in good faith in accordance with the Integration Principles to achieve the Integration Objectives.
- (E) This Agreement supplements and operates in conjunction with existing Services Contracts of the Primary Medical Services Providers.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The provisions of this Agreement are to be interpreted in accordance with Schedule 2 (Definitions and Interpretation).

2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 We have agreed to work together to establish an improved financial, governance and contractual framework for the delivery of the Services.

¹ It is expected that each individual GP practice will be a signatory to this Agreement demonstrating the commitment between it and the ICP. If a GP federation holds a contract for a service that is in scope of the IA (e.g. for out-of-hours primary medical services), in such circumstances it may be appropriate for the GP federation to be a party to the IA as a Primary Medical Services Provider in its own right, alongside the GP practices.

² The GP federation could represent the GP practices in engagement and negotiation, and in day-to-day management of the GP IA in operation, but the GP federation and the GP practices would need to ensure there are robust "behind the scenes" arrangements outlining the extent to which a GP federation can represent the views of the GP practices. A GP federation or similar body should not sign on behalf of any GP practices unless there is clear authority (e.g. a power of attorney) for it to do so and to bind the GP practices to its terms. In this situation, the GP federation or similar body would be signing in the name of the GP practice (not in the name of the GP federation).

- 2.2 We recognise that the successful implementation of the Integration Objectives will require strong relationships and the creation of an environment of trust, collaboration and innovation.
- 2.3 This Agreement sets out the key terms We have agreed with each other including the agreed outcomes and indicators for the Services. This Agreement will supplement and operate in conjunction with:
- (a) the Services Contracts (see Section C below for more details);
 - (b) ***[insert description of any relevant joint commissioning arrangements including any section 75 arrangements];*** and
 - (c) ***[insert description of any relevant local partnering arrangements that will operate alongside this Agreement].***
- 2.4 This Agreement supplements and works alongside the Services Contracts. In other words, this Agreement is the agreement that sets out how We will work together in a collaborative and integrated way and the Services Contracts set out how We will provide the Services.
- 2.5 Each of Us will perform Our respective obligations under Our respective Services Contract. We acknowledge that the overall quality of the Services will be determined by Our collective performance and We agree to work together as described more fully in Section B below. Our plans for delivering the Services and improving care are set out in Section C and Our agreed sharing of risks and rewards is described in Section D.
- 2.6 The terms of this Agreement are set out in the following sections:
- (a) **SECTION A:** sets out the objectives and principles of this Agreement.
 - (b) **SECTION B:** sets out each of Our roles under this Agreement, and the governance arrangements underpinning this Agreement.
 - (c) **SECTION C:** sets out Our agreed arrangements relating to the Services Contracts for the delivery of the Services, ensuring improved coordination of care and greater collaboration.
 - (d) **SECTION D:** sets out how We manage Our performance, financial risk and benefit sharing mechanisms.
 - (e) **SECTION E:** sets out the remaining contractual terms.

3. **PRE-COMPLETION**

Each of Us acknowledges and confirms that as at the date of this Agreement we have obtained all necessary authorisations to enter into this Agreement.

4. **COMPLETION**

4.1 Completion is conditional upon:

- (a) **the ICP and the Commissioner executing the ICP Contract; [and**
- (b) **each Services Contract being varied to include in the specification the Integration Objectives.]**

5. **COMMENCEMENT AND TERM**

5.1 Clauses 1 (Definitions and Interpretation), 2 (Status and Purpose of this Agreement), 3 (Pre-completion), 4 (Completion) and 5 (Commencement and Term) will be effective from the Commencement Date.

- 5.2 The remainder of this Agreement will be effective from a date specified in a notice from the ICP to the Primary Medical Services Providers confirming that the ICP Contract has been executed (the "**Completion Date**").
- 5.3 This Agreement will, subject to Clauses 5.4 and 5.5 remain in force until the Initial Expiry Date unless terminated in accordance with this Agreement (the "**Initial Period**").
- 5.4 The ICP may with the consent of the Primary Medical Services Providers not less than **[six (6) months]** prior to the expiry of the Initial Period serve notice to extend this Agreement for period of **[insert number]** years from the expiry of the Initial Period.
- 5.5 Any extensions beyond the Initial Period will be on the same terms and conditions as this Agreement.

SECTION A: INTEGRATION OBJECTIVES AND PRINCIPLES

6. INTEGRATION OBJECTIVES

- 6.1 The Integration Objectives agreed by Us are to deliver sustainable, effective and efficient Services with significant improvements over the Term. In particular We have agreed the following **[local circumstances may lead to one or more of the points below being more appropriately expressed as Integration Principles and included at Clause 7.1 below. You will also want to consider whether these can be detailed more fully to reflect the ICP Care Model]**:
 - (a) To work together towards the achievement of the Shared Vision;
 - (b) To agree and implement common clinical protocols and pathways which may relate to the Participants by:
 - (i) working towards reducing variation and unnecessary admissions (where appropriate);
 - (ii) developing simplified integrated coordinated routes into unplanned care, including through the use of clinical hubs, where agreed; and
 - (iii) adhering to local transfers of care protocols.
 - (c) To identify Service Users with potential acute illness to enable the Primary Medical Services Providers to provide anticipatory care. This may be achieved by applying stratification approaches at practice level as set out in Schedule 3 (Specific Requirements);
 - (d) To participate in and signpost to core ICP services by:
 - (i) committing to the preventative initiatives within the ICP Care Model as set out in Schedule 3 (Specific Requirements);
 - (ii) subject to any obligations relating to patient choice, support signposting to services made available by the ICP as part of the ICP Care Model;
 - (e) To work in Multi-Disciplinary Teams (MDTs) in an integrated way to support the facilitation of early discharge from acute care where possible as set out in Schedule 3 (Specific Requirements) and support the clinical hub model as set out in Schedule 3 (Specific Requirements);
 - (f) To share systems and enable access to information by:
 - (i) being a party to agreements to share data with each other setting out how all key data will be available to inform decision-making;

- (ii) adhering to data quality standards in line with local agreement as set out in Schedule 3 (Specific Requirements);
 - (iii) contributing to the summary care record in accordance with the provisions of Schedule 3 (Specific Requirements), ensuring the information provided is kept up to date;
 - (iv) complying with the local protocols ensuring access by the ICP to the Primary Care Services Provider's booking system;
 - (v) agreeing to strategic alignment in terms of the approach to systems and technology as set out in Schedule 3 (Specific Requirements); and
 - (vi) supplying business intelligence for the ICP Care Model as key to enabling analysis to improve efficiency in accordance with the provisions of Schedule 3 (Specific Requirements).
- (g) To contribute towards and agree a shared estates strategy, setting out how the current premises used by the parties to deliver Services may be used to support delivery of the ICP Care Model;
 - (h) To contribute towards and implement a shared workforce development strategy and workforce plan, whereby resources are utilised effectively in accordance with the provisions of Schedule 3 (Specific Requirements), including contributing to and participating in joint organisational development, training and education strategies; and
 - (i) To work together to achieve the local primary care access requirements set out in the ICP Contract.
- 6.2 The Participants acknowledge and accept that the Integration Leadership Team is unable in law to bind any Participant so it will function as a forum for discussion of issues with the aim of reaching consensus among the Participants. The provisions of this Agreement do not affect the autonomy of any Participant or prevent any Participant from making decisions that bind that Participant.
- 6.3 We acknowledge that We will have to make decisions together in order for Us to work effectively [**and, except for the Reserved Matters listed at Clause 10**], We will work together on a Best for Service basis in order to achieve the Integration Objectives.

7. INTEGRATION PRINCIPLES

- 7.1 In consideration of the mutual benefits and obligations under this Agreement, We will work together to perform the obligations set out in this Agreement and, in particular, achieve the Integration Objectives and, subject to and in accordance with the provisions of this Agreement, We will [**local circumstances may lead to one or more of the points below being more appropriately expressed as Integration Objectives and included at Clause 6.1 above**]:
- (a) in relation to shared vision and delivery of system outcomes:
 - (i) commit to delivery of system outcomes in terms of clinical matters, Service User experience and resource allocation;
 - (ii) develop and participate in the risk reward scheme where all share in savings generated by reduction in acute activity;
 - (iii) commit to delivering the best possible care for the whole population;
 - (iv) adopt an uncompromising commitment to trust, honesty, collaboration, innovation and mutual support;
 - (b) in relation to working together:

- (i) commit to work together and to make system decisions on a Best for Service basis;
 - (ii) establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to competition law compliance;
 - (iii) adopt collective ownership of risk and reward, including identifying, managing and mitigating all risks in performing our respective obligations in this Agreement; and
 - (iv) co-produce with others, especially service users, families and carers, in designing and delivering the Service,
- (c) in relation to decision making:
- (i) take responsibility to make unanimous decisions on a Best for Service basis;

(together the “**Integration Principles**”).

- 7.2 Over the Term of the Agreement, the actual provision of Services will alter on the basis of the most effective utilisation of [**staff, premises and other resources (in terms of cost and quality)**] and whilst there will be co-operation as to the service design this will not preclude competition between Us in respect of service provision as is needed to achieve the Integration Objectives and which will be reflected in the Services Contracts and changes to those Services Contracts.
- 7.3 The Primary Medical Services Providers must not do anything or refrain or delay from doing anything that would put the ICP in breach of the ICP Contract. The Primary Medical Services Providers must co-operate with the ICP to facilitate the delivery of the ICP Contract.

SECTION B: RESPONSIBILITIES AND GOVERNANCE

8. RESPONSIBILITIES OF THE PARTICIPANTS

- 8.1 Each Participant acknowledges and agrees that, subject always to the provisions of its Services Contract, it will deliver the services and perform its obligations in respect of its Services Contract and this Agreement:
- (a) in compliance with Law and good practice; and
 - (b) in such a manner as to ensure the other Participants can comply with their obligations under their respective Services Contract insofar as those obligations relate to, depend on, or may be affected by, the Participant's performance of its obligations under this Agreement and its Services Contract.
- 8.2 The Primary Medical Services Providers must:
- (a) ***[insert any overarching responsibilities of the Primary Medical Services Providers, specific to the locally agreed ICP Care Model, that are not set out elsewhere in this Agreement];***
- 8.3 The ICP must:
- (a) ***[insert any overarching responsibilities of the ICP, specific to the locally agreed ICP Care Model, that are not set out elsewhere in this Agreement];***

9. GOVERNANCE

Integration Leadership Team

- 9.1 We all agree to establish the Integration Leadership Team. For the avoidance of doubt the Integration Leadership Team will not be a committee of any Participant or any combination of Participants.
- 9.2 The Integration Leadership Team is the group responsible for leading the Participants under this Agreement. The Integration Leadership Team will hold to account the Integration Management Team. It will have other duties and the authority and accountability defined in its Terms of Reference.
- 9.3 The terms of reference for the Integration Leadership Team will be as set out in Part 1 of Schedule 3 (Integration Leadership Team – Terms of Reference).

Integration Management Team [and Integration Programme Manager]

- 9.4 We agree to establish the Integration Management Team which will be responsible for managing the implementation of decisions made by the Integration Leadership Team and the delivery of the Services. For the avoidance of doubt the Integration Leadership Team will not be a committee of any Participant or any combination of Participants.
- 9.5 The terms of reference for the Integration Management Team will be as set out in Part 2 of Schedule 4 (Integration Management Team – Terms of Reference).
- 9.6 ***[We agree that the Participants will engage an individual to undertake project management on behalf of Us (the "Integration Programme Manager").***
- 9.7 ***We agree that the detailed responsibilities / job description for the Integration Programme Manager will be determined by the Integration Leadership Team. The Integration Programme Manager will report regularly (no less than every month) to the Integration Leadership Team.***
- 9.8 ***We agree to work with the Integration Programme Manager to enable him/her to carry out the actions required of him/her under this Agreement.]***

Admitting new Participants

- 9.9 New Participants will be admitted on terms which are fair, reasonable and non-discriminatory. Where a Participant or Participants wish to admit a new person or organisation to be a Participant under this Agreement, such a proposal will be considered at the next Integration Leadership Team meeting.
- 9.10 The relevant Participant or Participants that wish to admit a new person or organisation must serve a written notice on the Integration Leadership Team setting out the details of:
- (a) the proposed new person or organisation (where known);
 - (b) reasons and rationale for the proposed admission of a new person or organisation;
 - (c) the likely impact on the Services; ***[and***
 - (d) ***the likely impact on the payments to be made under Schedule 5 (Risk/Reward Mechanism)].***
- 9.11 Following receipt of the notice referred to in Clause 9.10, the Integration Leadership Team must then consider the proposal and decide what actions (if any) need to be taken, in terms of varying this Agreement, for example.

10. **RESERVED MATTERS**

10.1 *[insert any reserved matters that are relevant]*

11. **TRANSPARENCY**

11.1 We will provide to each other all information that is reasonably required in order to achieve the Integration Objectives and to design and implement changes to the ways in which Services are delivered (and where the Services are delivered from).

11.2 We will have responsibilities to comply with competition laws and We acknowledge that We will all comply with those obligations. We will therefore make sure that We share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law and, accordingly, the Integration Leadership Team will ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:

11.2.1 it is essential;

11.2.2 it is not exchanged more widely than necessary;

11.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination of this Agreement; and

11.2.4 it may not be used other than to achieve the Integration Objectives,

and We acknowledge that Competition Sensitive Information is defined in Schedule 2. To assist in applying the definition to information to categorise it as Competition Sensitive Information, We acknowledge that it is for each Participant to decide whether information is Competition Sensitive Information but We recognise that it is normally considered to include any internal commercial information which, if it is shared between Us, would allow Us to forecast or coordinate commercial strategy or behaviour in any market.

11.3 We will make sure the Integration Leadership Team establishes appropriate non-disclosure or confidentiality agreements between Us so as to ensure that Competition Sensitive Information and Confidential Information are only available to those of Us who need to see it for the purposes of this Agreement and for no other purpose whatsoever so We do not breach competition law.

11.4 It is accepted by Us that Our involvement in this Agreement is likely to give rise to situations where information will be generated and made available to any of Us, which could give any of Us an unfair advantage in competitions which may be capable of distorting such competitions (for example, disclosure of pricing information or approach to risk may provide one of Us with a commercial advantage over another one of Us).

11.5 We therefore recognise the need to manage the information referred to in Clause 11.4 above in a way which maximises their opportunity to take part in competitions by putting in place appropriate procedures, such as non-disclosure or confidentiality agreements.

11.6 Nothing in this Agreement will absolve any of Us from Our obligations under each Services Contract, particularly in relation to ensuring that the Services are provided in accordance with the requirements of the relevant Services Contract.

11.7 Where there are any Patient Safety Incidents or Information Governance Breaches relating to the Services, for example, We will ensure that We each comply with Our individual Services Contract and, where required by the Integrated Leadership Team, work collectively and share all relevant information to that Patient Safety Incident or Information Governance Breach (or other similar issue) for the purposes of any

investigations and/or remedial plans to be put in place, as well as for the purposes of learning lessons in order to avoid such Patient Safety Incident or Information Governance Breach in the future.

- 11.8 Without prejudice to any obligations in the Services Contracts, We must each notify the Integration Leadership Team of any Serious Incident that has arisen in connection with the relevant Participant's involvement in providing the Services set out in the Services Contract, without delay and no longer than two (2) Business Days of that Serious Incident taking place.

SECTION C: SERVICES CONTRACTS AND COORDINATION OF THE SERVICES

12. SERVICES CONTRACTS

- 12.1 Each of Us must perform Our respective obligations under, and observe the provisions of, any Services Contract to which We are a party.
- 12.2 Nothing in this Agreement relaxes or waives any of Our obligations pursuant to any Services Contract. We acknowledge and accept that the Integration Leadership Team may decide that activity is shifted and that service specifications under the respective Services Contracts are varied (subject to agreement with the commissioners under the Services Contracts) in order to achieve the Integration Objectives. Where proposed variations are approved by the Integration Leadership Team, We must not refuse to propose such variations to the commissioners under Our Services Contracts.
- 12.3 Save as set out in Clause 17 (Liability and Indemnity) We will be responsible for the acts, omissions, defaults or negligence of Our directors, officers, employees and agents in respect of Our obligations under Our Services Contract as fully as if they were acts, omissions, defaults or negligence of Ourselves.
- 12.4 Where any of Us has any other contract for services, the relevant Participant will ensure that there is no duplicated recovery of charges for the same service or resource, nor is any activity moved between contracts to provide a financial advantage to that specific Participant.

SECTION D: PERFORMANCE MANAGEMENT, FINANCIAL RISK AND BENEFIT SHARING

13. KEY PERFORMANCE INDICATORS AND RISK/REWARD MECHANISM

- 13.1 We agree that the provisions of Schedule 6 (Key Performance Indicators) will apply to the performance and monitoring of the Services.
- 13.2 We agree that the provisions of Schedule 5 (Risk/Reward Mechanism) will apply.

SECTION E: REMAINING CLAUSES

14. INTELLECTUAL PROPERTY RIGHTS

Our existing Intellectual Property

- 14.1 Each of Us has Our own existing Intellectual Property and We have agreed that We will be able to protect Our respective existing Intellectual Property as set out in this Agreement.
- 14.2 We also agree that, in the interests of achieving the Integration Objectives, We should share Our own existing Intellectual Property but, and except as set out in this Clause 14, none of Us will acquire the Intellectual Property of any other Participant to this Agreement.
- 14.3 Each of Us grants each other a fully paid up non-exclusive licence to use existing Intellectual Property for the purposes of obtaining the full benefit and utilisation of the Services under this Agreement and/or the fulfilment of Our obligations under this Agreement.

- 14.4 In the event that any one of Us at any time devises, discovers or acquires rights in any Improvement, that Participant must:
- (a) promptly notify the owner of the Intellectual Property to which that Improvement relates, giving full details of the Improvement and whatever information or explanations as the rest of Us may reasonably require to be able to use the Improvement effectively; **and**
 - (b) **assign to the [insert party which it has been identified will own any Improvement] all rights and title in any such Improvement without charge.**
- 14.5 We agree that any Improvement as described in Clause 14.4 will be treated as Integration Intellectual Property and therefore be dealt with in accordance with Clauses 14.6 and 14.7 below.

Integration Intellectual Property

- 14.6 If any of Us create any Integration Intellectual Property, the Participant which creates the Integration Intellectual Property will assign to the **[insert]**, with full title guarantee, title to and all rights and interest in the Integration Intellectual Property so created.
- 14.7 In turn, **[insert]** will grant to the rest of Us a fully paid up non-exclusive licence to use the Integration Intellectual Property for the purposes of the achievement of the Integration Objectives under this Agreement.

15. **CONFIDENTIALITY, FREEDOM OF INFORMATION AND INFORMATION GOVERNANCE**

- 15.1 We agree that We will comply with the Data Protection Legislation and that nothing in this Agreement will require us to breach the Data Protection Legislation. We agree that we will co-operate with one another regarding compliance with the Data Protection Legislation, in particular with regard to communications with Service Users.
- 15.2 We agree that We will comply with Schedule 7 (Confidential Information of the Parties) and Schedule 8 (Freedom of Information and Transparency).
- 15.3 To enable the ICP to comply with its obligations under this Agreement and the ICP Contract it is acknowledged that the Primary Medical Services Providers must supply the information set out in Schedule 3 (Specific Requirements) to the ICP.
- 15.4 To enable the Primary Medical Services Providers to comply with their obligations under this Agreement it is acknowledged that the ICP must supply the information set out in Schedule 3 (Specific Requirements) to the Primary Medical Services Providers.
- 15.5 The Parties must provide the information specified in Schedule 3 (Specific Requirements):
- 15.5.1 with the frequency, in the format, by the method and within the time period referred to in Schedule 3 (Specific Requirements);
 - 15.5.2 as detailed in relevant Data Guidance; and
 - 15.5.3 if there is no applicable time period identified, in a timely manner.

16. **PERSONNEL**

- 16.1 We all understand that We have certain responsibilities to each other in the way We deal with staff and employment law issues. For example, We need to manage the risk that some staff could transfer from one Participant to another under TUPE.
- 16.2 We agree that We will each have responsibility for Our own staff and that, where internal reorganisation or redeployment of staff is needed, We will be individually responsible for any costs of that reorganisation or redeployment. We do not expect

staff to transfer from one Participant to another as a result of TUPE but where that does happen then:

- (a) in respect of staff that deliver the Services, the provisions that deal with a transfer of staff as a result of TUPE contained in the relevant Services Contract will apply; and
- (b) in respect of staff that manage activities pursuant to this Agreement, each of Us commits to each of the others that We will, in order to fulfil the Integration Objectives and in accordance with the Integration Principles, co-operate and negotiate, acting reasonably and in good faith, to determine and agree how all financial, operational, legal and other consequences of such staff transfers are shared between Us.

17. LIABILITY AND INDEMNITY

- 17.1 In the majority of cases, Our respective responsibilities and liabilities in the event that things go wrong with the Services will be allocated under Our respective Services Contracts.
- 17.2 Where responsibilities and liabilities arise that are not covered by a Services Contract, We agree that, in relation to the matters set out in this Agreement, We will 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 Clause 19 (Rectification, Exclusion and Termination).
- 17.3 A Participant may bring a claim against another Participant(s) in respect of or arising from:
 - 17.3.1 ***[any overpayment;***
 - 17.3.2 ***any Misappropriation; or]***
 - 17.3.3 any loss or damage suffered by the Participant from breach of the provisions of Clauses 14 (Intellectual Property Rights), 15 (Confidentiality, Freedom of Information and Information Governance) and 17.6.
- 17.4 ***[The Fund Holder may bring a claim against any Participant in respect of or arising from any breach of the provisions of Schedule 5.]***
- 17.5 ***[Any Participant may bring a claim against the Fund Holder in respect of or arising from any breach of the provisions of Schedule 5.]***
- 17.6 Each Participant agrees to ensure that it will, at all times, have in place adequate Indemnity Arrangements for the purposes of the Services that it is providing at any relevant time in accordance with the terms of the relevant Services Contract.
- 17.7 Each Participant is responsible for ensuring their regulatory compliance of the Services that they provide. Each Participant will deal directly with the relevant regulatory body in relation to the Services performed by that Participant organisation and it is not intended that there will be any collective responsibility or liability for any regulatory breaches or enforcement actions.

18. FORCE MAJEURE

- 18.1 Sometimes certain events outside of Our reasonable control (an "**Event of Force Majeure**") might prevent one or more of Us (each being an "**Affected Participant**") from complying with Our respective obligations under this Agreement.
- 18.2 Many of Our Services Contracts will include provisions that dictate what happens if there is an Event of Force Majeure. If an applicable Services Contract dictates what happens if there is an Event of Force Majeure then We will comply with Our

obligations under the Services Contract and will do everything We reasonably can to make sure that the Event of Force Majeure does not have a material adverse effect on the overall Services and this Agreement. If the applicable Services Contract does not dictate what happens if there is an Event of Force Majeure then those of Us affected must comply with Clauses 18.3 to 18.9 (inclusive) below.

- 18.3 If an Event of Force Majeure occurs, the Affected Participant must:
- (a) take all reasonable steps to mitigate the consequences of that event;
 - (b) resume performance of its obligations as soon as practicable; and
 - (c) use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
- 18.4 The Affected Participant must send an initial written notice to each of Us immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Participant must then serve a more detailed written notice within a further 5 Business Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of its obligations under this Agreement.
- 18.5 If it has complied with its obligations under Clauses 18.1 to 18.4 (*Force Majeure*), the Affected Participant will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.

Effect of an Event of Force Majeure

- 18.6 We must at all times following the occurrence of an Event of Force Majeure use all reasonable endeavours to prevent and mitigate the effects of an Event of Force Majeure. We must at all times whilst an Event of Force Majeure is subsisting take steps to overcome or minimise the consequences of the Event of Force Majeure and facilitate the continued performance of this Agreement.
- 18.7 None of Us will be entitled to bring a claim for breach of obligations under this Agreement by another of Us or incur any liability to another of Us for any losses or damages incurred by that other Participant to the extent that an Event of Force Majeure occurs and the Affected Participant is prevented from carrying out obligations by that Event of Force Majeure.
- 18.8 In the event that a Participant reasonably believes that the effects of the Event of Force Majeure will make it impossible for this Agreement to continue, that Participant may serve notice of this on the Integration Leadership Team in order that the Integration Leadership Team can consider whether this Agreement should terminate in accordance with Clause 19.18.

Cessation of Event of Force Majeure

- 18.9 The Affected Participant must notify each of Us as soon as practicable after the Event of Force Majeure ceases or no longer causes the Affected Participant to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement will continue to be performed on the terms existing immediately prior to the occurrence of the Event of Force Majeure.

19. RECTIFICATION, EXIT AND TERMINATION

- 19.1 One or more of Us may exit this Agreement (whether by being excluded by the other Participants or by excluding Ourselves) as a result of:

- (a) Wilful Default as more fully described in Clause 19.3;
- (b) the termination of a Services Contract as more fully described in Clause 19.8;
- (c) suspension of the Services Contract but only in circumstances where the suspension takes effect to enable the primary medical services to be delivered through the ICP and as more fully described in Clause 19.9;
- (d) serving notice in writing on each of the remaining Participants as more fully described in Clause 19.10; or
- (e) an event of Insolvency affecting one of Us as more fully described in Clause 19.8.

19.2 In cases where the default can be remedied then the Defaulting Participant will be given the opportunity to rectify the problem as set out in Clauses 19.4 to 19.7 below.

Wilful Default

19.3 In this Agreement the phrase "**Wilful Default**" means that a Participant has committed one of the following acts or omissions. The Participant committing the act is called the "**Defaulting Participant**". The acts or omissions are:

- (a) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Integration Leadership Team or Integration Management Team which that Defaulting Participant or any of its officers or representatives appointed to the Integration Leadership Team or Integration Management Team knew or ought reasonably to have known:
 - (i) was likely to have harmful consequences for one or more of Us or the Service Users; or
 - (ii) was a breach of an Integration Principle;
- (b) an intentional or reckless act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Integration Leadership Team or Integration Management Team without regard to the possible harmful consequences arising out of the act or omission;
- (c) an intentional failure by the Defaulting Participant or any of its officers or representatives appointed to the Integration Leadership Team or Integration Management Team to act in good faith as required under this Agreement;
- (d) a repudiation of this Agreement by the Defaulting Participant;
- (e) a failure by the Defaulting Participant to honour an indemnity provided under this Agreement;
- (f) a failure by the Defaulting Participant to pay moneys due under this Agreement within 14 Business Days of being directed to do so in writing by the Integration Leadership Team;
- (g) a fraudulent act or omission by the Defaulting Participant or any of its officers or representatives appointed to the Integration Leadership Team or Integration Management Team;
- (h) an intentional failure of, or refusal by, the Defaulting Participant, to effect and maintain appropriate insurance policy or Indemnity Arrangement which it is obliged to effect and maintain under a Services Contract, this Agreement or at law; or
- (i) an intentional or reckless breach of a confidentiality obligation, or other obligation, in provisions relating to confidentiality in this Agreement or in a

Services Contract although this does not mean any innocent or negligent act, omission or mistake the Defaulting Participant or any of its officers, employees or agents acting in good faith.

Opportunity to Rectify Default

- 19.4 If at any time a Participant considers that one of Us is in Wilful Default, then that Participant may call a meeting of the Integration Leadership Team (a “**Rectification Meeting**”). Any meeting called under this Clause will be conducted in accordance with Part 1 of Schedule 4 (Integration Leadership Team – Terms of Reference). We all agree that We will attend all Rectification Meetings.
- 19.5 At a Rectification Meeting, We will all discuss the reasons why the Defaulting Participant is failing to comply with its obligations under this Agreement. The Participant that called the Rectification Meeting will have an opportunity to explain why it has called the Rectification Meeting and the Defaulting Participant will have an opportunity to explain why it is so failing. The other Participants to this Agreement will also have an opportunity to give their views.
- 19.6 If by the end of the Rectification Meeting all the Participants except the Defaulting Participant agree that an action needs to be taken in order to ensure that the best possible services are being provided to Service Users, then all Participants except the Defaulting Participant may agree and issue to the Defaulting Participant a Rectification Notice setting out the actions or directions that the Defaulting Participant will take. We all agree that, if any one of Us is the Defaulting Participant, We will carry out the actions or directions given in the Rectification Notice.

Further Rectification or Exclusion

- 19.7 If the Defaulting Participant fails to properly carry out the actions or directions set out under a Rectification Notice then all the Participants except the Defaulting Participant may call a further meeting in the same way as set out in Clause 19.4. Any meeting called under this Clause 19.7 will be conducted in accordance with Part 1 of Schedule 4 (Integration Leadership Team – Terms of Reference). If by the end of that further Rectification Meeting all the Participants except the Defaulting Participant are still concerned that the Defaulting Participant is preventing the Service Users from receiving the best service reasonably possible in accordance with the Key Performance Indicators then all the Participants except the Defaulting Participant may issue a further Rectification Notice or an Exclusion Notice to the Defaulting Participant. We all agree that, if any one of Us is the Defaulting Participant, We will abide by the provisions of an Exclusion Notice.

Additional Grounds for Exclusion and/or Exit

- 19.8 Where:
- (a) a Participant’s Services Contract is terminated for any reason; or
 - (b) a Participant is subject to an act of Insolvency,
- all the Participants except the Participant(s) to which Clause 19(8)(a) and/or 19(8)(b) (as relevant) apply may serve an Exclusion Notice on the Participant(s) to which Clause 19(8)(a) and/or 19(8)(b) (as relevant) apply at any time.
- 19.9 Where a Participant's Services Contract has been suspended to enable the primary medical services to be delivered through the ICP, that Participant must follow the process below:
- (a) ***[insert locally agreed process including required notice periods and whether such suspensions can only happen at specified intervals.]***

19.10 Where one or more of Us wish to exit this Agreement by excluding Ourselves pursuant to Clause 19.1(d), We acknowledge that such exit will only take effect if the Participant(s) wishing to exit has served written notice of the intention to exit on the other Participants at least [**6 months**] prior to the relevant exit date. We acknowledge that We may only exit the Agreement pursuant to Clause 19.1(d) on specified dates which will be:

- (a) ***[insert relevant interval which may be determined locally – for example, the second anniversary of the Commencement Date and each date two years thereafter, or at intervals that align with local processes such as the dates on which it has been agreed the ICP Contract can be varied]; or***
- (b) ***[for exceptional circumstances, any other date subject to approval by the Integration Leadership Team.]***

Consequences of Exclusion or Termination

19.11 Where a Participant is excluded from, or exits, this Agreement:

- (a) as a result of Insolvency (pursuant to Clause 19.8(b)); or
- (b) as a result of Wilful Default (pursuant to Clause 19.7); or
- (c) as a result of the Participant's Services Contract having been terminated by the commissioner under that Services Contract following a breach or default on the part of the relevant Participant; or
- (d) as a result of the Participant's Services Contract having been terminated by the relevant Participant without cause or for the purposes of suspension to enable the primary medical services to be delivered through the ICP; or
- (e) as a result of the Participant serving notice under Clause 19.1(d),

and where, as a consequence of such exclusion or exit, this causes the other Participants financial loss, expense or damage then, subject to Clause 17 (Liability and Indemnity) and the other Participants making reasonable efforts to mitigate their losses, the excluded or exiting Participant must indemnify the other Participants in respect of such loss, expense or damage.

19.12 Any amounts due in respect of such costs will be due and payable when actually incurred by the respective Participant.

No double recovery

19.13 We agree that where loss, expense or damage is suffered by one of Us and may be recovered from one or more of Us pursuant to this Agreement but also pursuant to a Services Contract (for example by way of an indemnity of a claim for breach of contract) then We will be entitled to recover the loss, expense or damage but will not seek to recover any such loss, expense or damage more than once. Any sums recovered under one claim will be accounted for and credited under any separate claim for the same loss, expense or damage.

19.14 Where a Participant is excluded or exits under this Clause 19, that excluded or exiting Participant:

- (a) will not be entitled to any payment in respect of overheads, margin or any reward payment whether or not such payments relate to a period before or after the date of the relevant Exclusion Notice or notice to exit; but
- (b) will be paid any Direct Costs which relate to activities undertaken by it up to the time of exclusion or exit.

- 19.15 A Participant which has been excluded or exits [**or whose Services Contract has been terminated**] will have no further interest in this Agreement nor will it be represented on the Integration Leadership Team or Integration Management Team.
- 19.16 Nothing will prevent any of Us entering into separate contractual arrangements with any excluded or exited Participant for the purposes of providing the Services, notwithstanding that it is no longer a Participant under this Agreement.

Impact of Exclusion on Services Contracts

- 19.17 Where a Participant is excluded from this Agreement, We recognise that the associated Services Contract is likely to be terminated and/or amended at the same time as the exclusion to reflect how the impacted services are to be delivered (by way of example only, the Participant may be requested by the commissioner under its Services Contract or under a separate services contract to provide the impacted services outside the scope of this Agreement or the commissioner may look to Us to deliver the impacted services). In addition to any specific obligations under the relevant Services Contract to ensure a smooth transfer of Services, We agree to work together in good faith to agree the necessary changes so that services continue to be provided for the benefit of the Service Users.

Termination of the Agreement

- 19.18 The Integration Leadership Team may resolve to terminate this Agreement if an Event of Force Majeure renders the continuation of the Agreement impossible pursuant to Clause 18.8.
- 19.19 The Integration Leadership Team may resolve to terminate this Agreement if a Dispute cannot be resolved pursuant to paragraph 1.6(c)(i) of Schedule 9 of this Agreement.

20. **SURVIVORSHIP**

- 20.1 If:
- (a) this Agreement as between a Participant and the remaining Participants terminates; or
 - (b) this Agreement is terminated or expires for any reason,
- then:
- (c) such termination or expiry will be without prejudice to rights or obligations accrued as at the date of such termination or expiry; and
 - (d) those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such termination or expiry of this Agreement will so continue and continue to apply subject to any limitation of time expressed in this Agreement.

21. **VARIATION PROCEDURE**

- 21.1 The provisions of this Agreement may be varied at any time by a Notice of Variation signed by the Participants.
- 21.2 If a Participant wishes to propose a Variation, that Participant must submit a draft Notice of Variation [**to the other Participants**] [**the Chair of the Integration Leadership Team**] to be considered at the next meeting (or when otherwise determined by the Participants) of the Integration Leadership Team.
- 21.3 A draft Notice of Variation must set out

- 21.3.1 the Variation proposed and details of the consequential amendments to be made to the provisions of this Agreement;
 - 21.3.2 the date on which the Variation is proposed to take effect;
 - 21.3.3 the impact of the Variation on the achievement of the Integration Objectives and the Key Performance Indicators; and
 - 21.3.4 any impact of the Variation on any Services Contracts.
- 21.4 The Integration Leadership Team will consider the draft Notice of Variation and either:
- 21.4.1 accept the draft Notice of Variation, in which case all Participants will sign the Notice of Variation;
 - 21.4.2 amend the draft Notice of Variation, such that it is agreeable to all Participants, in which case all Participants will sign the amended Notice of Variation; or
 - 21.4.3 not accept the draft Notice of Variation, in which case the minutes of the relevant Integration Leadership Team will set out the grounds for non-acceptance.

22. **TRANSFER TO THIRD PARTIES**

- 22.1 Nothing in this Clause 22 (Transfer to third parties) affects any relevant Participant's rights to assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under a Services Contract.
- 22.2 We must not sub-contract any or all of their obligations under this Agreement.
- 22.3 We may not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Participants.
- 22.4 Each Participant will be responsible for the performance of and will be liable to each of Us for the acts and omissions of any third party to which it may assign, transfer or otherwise dispose of any obligation under this Agreement as if they were the acts or omissions of that Participant unless:
- (a) the Participant in question has obtained the prior consent of the other Participants in accordance with Clause 22.3; and
 - (b) the terms of that assignment, transfer or disposal have been approved and accepted by that third party so that that third party is liable to each of Us for its acts and omissions.
- 22.5 This Agreement will be binding on and will be to the benefit of each of Us and Our respective successors and permitted transferees and assigns.

23. **PRECEDENCE**

- 23.1 Unless otherwise specifically provided to the contrary in this Agreement, in the event of a conflict or inconsistency between any provision of any of the Services Contracts or any resolution of the Integration Leadership Team or of the Integration Management Team with any provisions of this Agreement, the order of precedence below will apply:
- (a) the clauses then schedules then appendices and then annexures of any Services Contract; then
 - (b) all other documents, if any, which are stated in a Services Contract to be incorporated in that agreement; then

- (c) the Clauses then the Schedules of this Agreement; then
- (d) any resolution of the Integration Leadership Team; then
- (e) any resolution of the Integration Management Team.

24. **INFORMATION AND FURTHER ASSURANCE**

24.1 Each of Us will during the Term:

- (a) subject to the provisions of this Agreement, promptly provide to any one of Us, and to any other person involved in the performance and achievement of the Integration Objectives, such information about the Services and such co-operation and access as is reasonably required from time to time in connection with the Integration Objectives; and
- (b) identify and obtain all consents necessary for the fulfilment of its obligations under the Services Contracts.

in each case to the extent that such action does not cause a Participant to be in breach of any Law.

24.2 During the Term We will, and will use Our respective reasonable endeavours to procure that any necessary third parties will, each execute and deliver to the each of Us such other instruments and documents and take such other action as is reasonably necessary to fulfil the provisions of this Agreement in accordance with its terms.

24.3 Subject to Clauses 14 (Intellectual Property Rights), 15 (Confidentiality, Freedom of Information and Information Governance) and 21 (Variation Procedure) and any associated Schedules, We must during the Term promptly notify each other of any modification, upgrade, improvement, enhancement or development to the Services, or which could be applied to the Services, in each case on a Best for Service basis.

25. **ANNUAL REVIEW**

25.1 We must ensure that the Integration Leadership Team carries out an annual review, on a Best for Service basis to enable Us to ascertain the extent to which the Key Performance Indicators and the Integration Objectives will be achieved. The annual review must address the governance arrangements under this Agreement, including the Terms of Reference for the Integration Leadership Team and the Integration Management Team.

26. **CONTRACT MANAGEMENT RECORDS AND DOCUMENTATION**

26.1 Subject to the provisions of this Agreement, each Participant must at all times during the Term keep, or cause or procure to be kept, and retain, and thereafter for a period not less than six (6) years following expiry or termination of this Agreement, accurate accounts and full supporting documentation containing all data reasonably required for the computation and verification of the provision of the Services and all monies payable or paid under any Services Contract to which that Participant is a party and give Participants or its agents every reasonable facility from time to time having given reasonable notice in writing during normal business hours to inspect the said accounts records and supporting documentation and to make copies of or to take extracts from them. To the extent that the Law or the terms of the applicable Services Contract impose more onerous obligations than this Clause 26.1 then We must comply with the more onerous obligations. We agree that We must collect and make available all necessary data to ensure that the Participants can meet any statutory responsibilities.

26.2 Before We exchange or share any Confidential Information or personal data among Us, We must enter into appropriate data sharing agreements. We will each at least once in each calendar year audit Our practices against quality statements regarding data sharing set out in NICE Clinical Guideline 138.

27. **WARRANTIES**

- 27.1 Each of Us warrants to the others that:
 - (a) it has full power and authority to enter into this Agreement and all governmental or official approvals and consents and all necessary consents have been obtained and are in full force and effect;
 - (b) its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets; and
 - (c) to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.
- 27.2 The warranties set out in this Clause 27 (*Warranties*) are given on the date of this Agreement and repeated on every day during the term of this Agreement.

28. **RELATIONSHIP OF THE PARTICIPANTS**

- 28.1 Each of Us will not pledge the credit of one or more other Participants or represent Ourselves as being one or more other Participants, or an agent, partner, employee or representative of one or more other Participants and none of Us will hold Ourselves out as such or as having any power or authority to incur any obligation of any nature, express or implied, on behalf of one or more other Participants.
- 28.2 Nothing in this Agreement will be construed as creating a legal partnership or a contract of employment between any of Us.
- 28.3 Save as expressly provided otherwise in this Agreement, none of the Participants will be, or be deemed to be, an agent of the Participants and none of the Participants will hold itself out as having the authority or power to bind the Participants in any way.
- 28.4 None of Us will place or cause to be placed any order with the Participants or otherwise incur liabilities in the name of any of the other Participants or their representatives.

29. **NOTICES**

29.1 Any notices given under this Agreement must be in writing and must be served in the ways set out below in this Clause 29.1 at the addresses set out at in Part 2 of Schedule 1. The following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery	Properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting	Properly addressed prepaid and posted

30. **THIRD PARTY RIGHTS**

30.1 A person who is not a Participant has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.

30.2 Our rights to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a Participant.

31. SEVERABILITY

31.1 If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

32. ENTIRE AGREEMENT

32.1 This Agreement and the Services Contracts constitute Our entire agreement and understanding and, subject to the terms of each Services Contract, supersedes any previous agreement between Us relating to the subject matter of this Agreement.

32.2 Each of Us acknowledges and agrees that in entering into this Agreement We do not rely on and have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Participant or not) other than as expressly set out in this Agreement.

32.3 Nothing in this Clause 32 (Entire Agreement) will exclude any liability for fraud or any fraudulent misrepresentation.

33. WAIVER

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

34. DISPUTE RESOLUTION PROCEDURE

34.1 Subject as otherwise specifically provided for in this Agreement, We agree that any Dispute arising out of or in connection with this Agreement or any of the other Services Contracts will be resolved in accordance with Schedule 9 (Dispute Resolution Procedure).

35. COSTS AND EXPENSES

35.1 Each of Us will be responsible for paying Our own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

36. LAW AND JURISDICTION

36.1 This Agreement and any Dispute arising out of or in connection with it, whether such Dispute is contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise, will be governed by, and construed in accordance with, the laws of England.

36.2 Subject to the Participants first complying with Clause 34 (Dispute Resolution Procedure) and Schedule 9 (Dispute Resolution Procedure), the Participants hereby submit to the exclusive jurisdiction of the English courts.

37. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on all of Us, notwithstanding that all of Us are not signatories to the same counterpart.

IN WITNESS OF WHICH the ICP has signed this Agreement as set out below and each Primary Medical Services Provider has signed this Agreement as set out in Schedule 1.

SIGNED by
for and on behalf of the [ICP] (Signature)
..... (Date)

DRAFT

SCHEDULE 1 - PART 1

PRIMARY MEDICAL SERVICES PROVIDERS

Primary Medical Services Provider	Address	Signed for and on behalf of the Primary Medical Services Provider
[insert name] ("defined name")	[insert address]	Print name _____ Signature _____ Date _____
[insert name] ("defined name")	[insert address]	Print name _____ Signature _____ Date _____
[insert name] ("defined name")	[insert address]	Print name _____ Signature _____ Date _____
[insert name] ("defined name")	[insert address]	Print name _____ Signature _____ Date _____
[insert name] ("defined name")	[insert address]	Print name _____ Signature _____ Date _____

SCHEDULE 1 - PART 2

ADDRESSES FOR NOTICES

Participant	Address for Notices
ICP	[insert address]
[insert defined name of Primary Medical Services Provider 1]	[insert address]
[insert defined name of Primary Medical Services Provider 2]	[insert address]
[insert defined name of Primary Medical Services Provider 3]	[insert address]

DRAFT

SCHEDULE 1 - PART 3

ICP CONTRACT AND SERVICES CONTRACTS

Parties to the ICP Contract	Date of ICP Contract
<i>[insert parties]</i>	<i>[insert date of ICP Contract]</i>

Primary Medical Services Provider	Type of Services Contract (GMS/PMS/APMS)	Date of Services Contract
<i>[insert Participant]</i>	<i>[insert contract type]</i>	<i>[insert date of Services Contract]</i>

DRAFT

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1 Interpretation

- 1.1 The headings in this Agreement will not affect its interpretation.
- 1.2 Reference to any statute or statutory provision, to the Law or to Data Guidance includes a reference to that statute or statutory provision, Law or Data Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced in whole or in part.
- 1.3 Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
- 1.4 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement, unless expressly stated otherwise.
- 1.5 References to any body, organisation or office include reference to its applicable successor from time to time.
- 1.6 Any references to this Agreement or any other documents or resources includes reference to this Agreement or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
- 1.7 Use of the singular includes the plural and vice versa.
- 1.8 Use of the masculine includes the feminine and vice versa.
- 1.9 Use of the term “including” or “includes” will be interpreted as being without limitation.
- 1.10 The following words and phrases have the following meanings:
- | | |
|--|--|
| “ICP Care Model” | the specific local care model set out in the locally populated ICP Contract; |
| “ICP Contract” | the contract entered into by the ICP details of which are set out in Part 3 of Schedule 1; |
| “Affected Participant” | has the meaning set out in Clause 18; |
| “Agreement” | this Agreement; |
| “Integration Intellectual Property” | any new Intellectual Property developed by Us under this Agreement and in connection with this Agreement; |
| “Best for Service” | best for the achievement of the Integration Objectives on the basis of ensuring coherence with the Integration Principles; |
| “Business Day” | any day which is not a Saturday, Sunday or a bank or public holiday in the United Kingdom; |
| “Chair” | has the meaning set out in paragraph 2.4 of Part 1 of Schedule 4; |
| “Clinical Hub Model” | the model set out in Schedule 3 (Specific Requirements); |

"Commencement Date"	<i>[insert date];</i>
"Commissioner"	the commissioner of the ICP Contract, as identified in Schedule 1 Part 3;
"Competition Sensitive Information"	Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Participants and which that Participant properly considers is of such a nature that it cannot be exchanged with another Participant(s) without a breach or potential breach of competition law;
"Completion Date"	has the meaning set out in Clause 5.2;
"Confidential Information"	the provisions of this Agreement and all information provided in connection with this Agreement which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
"Data Guidance"	any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not), to the extent published and publicly available or their existence or contents have been notified to the Participants by another Participant and/or relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;
"Data Protection Legislation"	<p>(i) Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR");</p> <p>(ii) the LED and any applicable national Laws implementing them as amended from time to time;</p> <p>(iii) the Data Protection Act 2018; and</p> <p>(iv) all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations;</p>
"Defaulting Participant"	has the meaning set out in Clause 19.3;
"Department of Health"	the Department of Health and Social Care in England of HM Government or other relevant body, or such other body superseding or replacing it from time to time and/or the Secretary of State

"Direct Costs"	<i>[insert definition];</i>
"Dispute"	has the meaning set out in Paragraph 1 of Schedule 9 (Dispute Resolution Procedure);
"EIR"	the Environmental Information Regulations 2004;
"Exclusion Notice"	a notice issued pursuant to Clause 19 (Rectification, Exclusion and Termination) which must specify the grounds on which the Exclusion Notice has been issued and which will have the effects specified in Clause 19;
"Event of Force Majeure"	an event or circumstance which is beyond the reasonable control of any Affected Participants claiming relief under Clause 18 (Force Majeure), including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, epidemic, fire, flood or earthquake, and which directly causes the Affected Participant to be unable to comply with all or a material part of its obligations under this Agreement;
"FOIA"	the Freedom of Information Act 2000;
"Fund Holder"	<i>[insert]</i> unless otherwise agreed by Us;
"Guidance"	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which a Participant has a duty to have regard (and whether specifically mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Participant by another Participant and/or any relevant Regulatory or Supervisory Body;
"Health Research Authority"	the body established under section 109 of the Care Act 2014;
"IG Guidance for Serious Incidents"	NHS Digital's <i>Checklist Guidance for Reporting, Managing and Investigating Information Governance Serious Incidents Requiring Investigation</i> dated June 2013, available at: https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf ;
"Improvement"	any improvement, enhancement or modification to the Intellectual Property of Participant which cannot be used independently of the Intellectual Property of a Participant;
"Indemnity Arrangement"	either: (i) a policy of insurance; (ii) an arrangement made for the purposes of indemnifying a person or organisation; or (iii) a combination of (i) and (ii);
"Information Commissioner"	the independent authority established to uphold information rights in the public interest, promoting openness by public

bodies and data privacy for individuals: ico.org.uk;

"Information Governance Breach"	an information governance serious incident requiring investigation, as defined in IG Guidance for Serious Incidents;
"Initial Expiry Date"	<i>[insert date]</i> ;
"Initial Period"	the period set out in Clause 5.3;
"Insolvency Event"	<p>the occurrence of any of the following events in respect of a Participant :</p> <ul style="list-style-type: none">(i) the relevant entity being, or being deemed for the purposes of any Law to be, unable to pay its debts or insolvent;(ii) the relevant entity admitting its inability to pay its debts as they fall due;(iii) the value of the relevant entity's assets being less than its liabilities taking into account contingent and prospective liabilities;(iv) the relevant entity suspending payments on any of its debts or announces an intention to do so;(v) by reason of actual or anticipated financial difficulties, the relevant entity commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness;(vi) a moratorium is declared in respect of any of the relevant entity's indebtedness;(vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the relevant entity;(viii) a composition, assignment or arrangement with any creditor of any member of the relevant entity;(ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the relevant entity or any of its assets;(x) a resolution of the relevant entity or its directors is passed to petition or apply for the Relevant entity's winding-up or administration;(xi) the relevant entity's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise); or(xii) if the relevant entity suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident
"Integration Objective(s)"	the objective set out in Clause 6.1;

"Integration Principles"	has the meaning set out in Clause 7.1 (Integration Principles);
"Integration Leadership Team"	the board established pursuant to Clause 9;
"Integration Management Team"	the team established pursuant to Clause 8;
<i>["Integration Programme Manager"</i>	<i>the person engaged pursuant to Clause 8;]</i>
"Intellectual Property"	rights in and to inventions, patents, design rights (registered or unregistered), copyrights (including rights in software), rights in confidential information, database rights and any similar or analogous rights that exist anywhere in the world and including any application for any registration of the foregoing;
"Key Performance Indicators"	the key performance indicators set out in Schedule 6 (Key Performance Indicators);
"Law"	<ul style="list-style-type: none"> (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (ii) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972; (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales; (iv) Guidance; and (v) any applicable code, <p>in each case in force in England and Wales;</p>
"Local Healthwatch"	an organisation established under section 222 of the Local Government and Public Involvement in Health Act 2007;
"Monitor"	the corporate body known as Monitor provided by section 61 of the Health and Social Care Act 2012;
"Misappropriation"	any use of the payments made under this Agreement for matters unrelated to the provision of the Services;
"National Data Guardian"	the body which advises and challenges the health and care system to help ensure that citizens' confidential information is safeguarded securely and used properly: https://www.gov.uk/government/organisations/national-data-guardian , and its predecessor body the Independent Information Governance Oversight Panel;
"NHS Digital"	the Health and Social Care Information Centre https://digital.nhs.uk/ ;
"NHS England"	the National Health Service Commissioning Board established by section 1H of the NHS Act 2006 Act, also known as NHS England;
"NHS Serious Incident Framework"	NHS England's serious incident framework;

"Patient Safety Incident"	any unintended or unexpected incident that occurs in respect of a Service User, during and as a result of the provision of the Services, that could have led, or did lead to, harm to that Service User;
"Primary Medical Services Providers"	the Participants listed in Part 1 of Schedule 1;
"Public Health England"	an executive agency of the Department of Health established under the 2012 Act;
"Rectification Meeting"	has the meaning set out in Clause 19.4;
"Rectification Notice"	a notice issued by certain Participants pursuant to Clause 19.6 which sets out the actions that the Defaulting Participant will take to address any failure to meet its obligations under this Agreement;
"Regulatory or Supervisory Body"	any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Participant and/or staff must comply or to which it or they must have regard;
"Reserved Matters"	each of the matters listed in Clause 10;
"Serious Incident"	has the meaning given to it in the NHS Serious Incident Framework;
"Service User"	a member of the population who receives services provided by Participants to this Agreement;
"Services"	the <i>[insert high level description of the services within the scope of the Agreement]</i> as described in Schedule 10 (Scope of the Services) and provided by the ICP and the Primary Medical Services Providers under their Services Contracts;
"Services Contracts"	the services contracts listed in Part 3 of Schedule 1;
"Shared Vision"	the collaborative working arrangements envisaged in this Integration Agreement;
"Term"	the Initial Period and any period of extension made under Clause 5.4;
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187;
"Variation Procedure"	the variation mechanism set out in Clause 21 (Variation Procedure); and
"Wilful Default"	has the meaning set out in Clause 19.3.

SCHEDULE 3
SPECIFIC REQUIREMENTS

Clause reference	Subject	Specific Requirement
6.1(c)	Stratification approach and how applied at practice level	
6.1(d)	Preventative initiatives	
6.1(ii)	Multi-Disciplinary Teams (MDTs)	
6.1(ii)	Clinical Hub Models	
6.1(f)(ii)	Data quality standards	
6.1(f)(iii)	Contribution to summary care record	
6.1(f)(iv)	Local protocols for access to booking systems	
6.1(f)(v)	Strategic alignment in terms of the approach to systems and technology	
6.1(f)(vi)	Supply of business intelligence	
6.1(h)	Utilisation of primary care resources	

Data requirements

- Information to be supplied to the ICP by one or more Primary Medical Services Providers

Purpose for which the information is needed and relevant Services Primary Medical Services Providers	Information to be supplied by the Primary Services Medical Provider	Time and format in which data is to be supplied

2. Information to be supplied to one or more Primary Medical Services Providers by the ICP

Purpose for which the information is needed and relevant Primary Medical Services Providers	Information to be supplied by the ICP	Time and format in which data is to be supplied

3. NHS Digital requirements

If the ICP notifies a Primary Medical Services Provider that any information to be supplied to the Primary Medical Services Provider in connection with this Agreement was supplied directly or indirectly to the ICP by NHS Digital:

- 3.1 if that information has been de-identified so that it is no longer possible to readily link it to an identifiable individual, the Primary Medical Services Provider must not process the information in such a way so that it becomes possible to link the information to any identifiable individual; and
- 3.2 the Primary Medical Services Provider must not allow any third party access to that information.

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SCHEDULE 4 - PART 1

INTEGRATION LEADERSHIP TEAM – TERMS OF REFERENCE

[For local determination. Example terms of reference have been included below to facilitate discussions between the Participants.]

1 Responsibilities

- 1.1 The Integration Leadership Team will:
- (a) ***[ensure alignment of all organisations to the [insert name of local programme] vision and objectives;***
 - (b) ***review performance and determine strategies to improve performance or rectify poor performance;***
 - (c) ***promote and encourage commitment to the Integration Principles and Integration Objectives amongst all Participants;***
 - (d) ***formulate, agree and implement strategies for achieving the Integration Objectives; and***
 - (e) ***oversee the implementation of this Agreement.]***

2 Membership, Frequency of Meetings and Quorum

- 2.1 The Integration Leadership Team will comprise:
- (a) ***[ICP 1]: [insert job title of person(s) from ICP];***
 - (b) ***[Primary Care Provider Representative]: [insert job title of person(s) from Primary Care Provider Representative];***
 - (c) ***[repeat as many times as required]***
- 2.2 The following persons may attend meetings of the Integration Leadership Team as observers and do not have voting rights:
- (a) ***[Organisation 1]: [insert job title of person(s) from Organisation 1]***
- 2.3 Other members/attendees may be co-opted as necessary.
- 2.4 The Integration Leadership Team will be chaired by ***[insert name or job title and organisation]*** (the "Chair"). ***[Insert name job title and organisation]*** will be the Deputy Chair.
- 2.5 Where the Chair is absent, the Deputy Chair will take on the role of the Chair.
- 2.6 Meetings will be held ***[insert frequency, e.g. monthly]***.
- 2.7 The Integration Leadership Team will be quorate where ***[insert quoracy details]***.
- 2.8 Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Participant that they are representing. Deputising arrangements must be agreed with the Chair prior to the relevant meeting.

3 Decision Making and Voting

- 3.1 The Integration Leadership Team will *[insert]*.
- 3.2 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.
- 3.3 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference through the written approval of *[insert]*, following circulation to the members of appropriate papers and a written resolution. Such a decision will be as valid as any taken at a quorate meeting but must be reported for information to, and must be recorded in the minutes of, the next meeting.
- 3.4 ***[The Integration Leadership Team must develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Participants with the aim of reaching a consensus. These arrangements must address circumstances in which one or more Participants decides not to adopt a decision reached by the other Participants.]***

4 Conflicts Of Interest

- 4.1 The members of the Integration Leadership Team must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 4.2 The Integration Leadership Team must develop and approve a protocol for addressing actual or potential conflicts of interests among its members. The protocol must at least include arrangements in respect of declaration of interests and the means by which they will be managed. It must be consistent with the Participants' own arrangements in respect of conflicts of interests, and any relevant statutory duties.
- 4.3 Information obtained during the business of the Integration Leadership Team must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 4.4 Members of the Integration Leadership Team are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work under this Agreement. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

5 Support

- 5.1 Support to the Integration Leadership Team will be provided as part of a programme management approach.
- 5.2 The programme structure and supporting work groups will be developed and agreed as part of the Integration Leadership Team work plan.

6 Accountability/Reporting

- 6.1 The Integration Leadership Team is accountable to the Participants and will report to ***[insert as necessary but to address all regulatory requirements and accountability to relevant stakeholders]***.
- 6.2 The minutes of the Integration Leadership Team will be made available sent to the Participants within ***[insert reasonable period following each meeting]***.

- 6.3 The minutes must be accompanied by a report on any matters which the Chair considers to be material. It must also address any minimum content for such reports agreed by the Participants.

7 Agenda

- 7.1 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify *[insert]* who will confirm this will the Chair accordingly.

8 Review

- 8.1 These Integration Leadership Team terms of reference will be formally reviewed annually.

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SCHEDULE 4 – PART 2

INTEGRATION MANAGEMENT TEAM – TERMS OF REFERENCE

1 Responsibilities

1.1 The Integration Management Team will:

- (a) ***[recommend to the Integration Leadership Team for its approval or rejection how the Services should be delivered;***
- (a) ***provide clinical and professional leadership with regard to the Services]***

2 ***[insert other terms of reference]***

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SCHEDULE 5

RISK/REWARD MECHANISM

[For local determination]

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SCHEDULE 6

KEY PERFORMANCE INDICATORS

[For local determination]

No.	KPI description and threshold to be achieved	Method of measurement	Evidence to be provided	Frequency of application of KPI	Consequence of not achieving threshold

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SCHEDULE 7

CONFIDENTIAL INFORMATION OF THE PARTICIPANTS

1. CONFIDENTIAL INFORMATION OF THE PARTICIPANTS

- 1.1 We will, except as permitted by this Schedule 7, keep Confidential Information disclosed to any one of Us by any Participant in connection with this Agreement, and We will use all reasonable endeavours to prevent staff in Our organisations from making any disclosure to any person of that information.
- 1.2 Paragraph 1.1 above will not apply to disclosure of information that:
- (a) is in or comes into the public domain other than by breach of this Agreement;
 - (b) the receiving Participant can show by its records was in its possession before it received it from the disclosing Participant; or
 - (c) the receiving Participant can prove it obtained or was able to obtain from a source other than the disclosing Participant without breaching any obligation of confidence.
- 1.3 A Participant may disclose the other Participant's Confidential Information:
- (a) to comply with applicable Law;
 - (b) to comply with government policy in relation to transparency
 - (c) to any appropriate Regulatory or Supervisory Body;
 - (d) in connection with any dispute resolution or litigation between the Participants; and
 - (e) as permitted under any other express arrangement or other provision of this Agreement.

SCHEDULE 8

FREEDOM OF INFORMATION AND TRANSPARENCY

1 Freedom of Information and Transparency

- 1.1 We acknowledge that certain Participants are subject to the requirements of FOIA and EIR. We will assist and co-operate with each Participant to enable it to comply with its disclosure obligations under FOIA and EIR. We agree:
- (a) that this Agreement and any other recorded information held by any of Us for the purposes of this Agreement are subject to the obligations and commitments of the Participants that are subject to the FOIA and EIR;
 - (b) that the decision on whether any exemption under FOIA or exception under EIR applies to any information is a decision solely for the Participant to whom a request for information is addressed;
 - (c) that where a Participant receives a request for information relating to this Agreement, it will liaise with the Integration Leadership Team as to the contents of any response before a response to a request is issued and will promptly (and in any event within 2 Business Days) provide a copy of the request and any response to the Integration Leadership Team;
 - (d) that where a Participant receives a request for information and the Participant is not itself subject to FOIA or as applicable EIR, it will not respond to that request (unless directed to do so by the Participant to whom the request relates) and will promptly (and in any event within 2 Business Days) transfer the request to the Integration Leadership Team;
 - (e) that any Participant, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA and regulation 16 of EIR, may disclose information concerning another Participant and this Agreement either without consulting with the relevant Participant, or following consultation with the Participant and having taken its views into account provided always that in the case of information covered by paragraph 4.4 of Part 1 of Schedule 4 the relevant Participant(s) and the Chair must be consulted and their views taken into account before any information is disclosed;
 - (f) that any request for an internal review or correspondence with the Information Commissioner received by a Participant or appeal to the First Tier Tribunal (Information Rights) to which a Participant is a party that concerns information covered by paragraph 4.4 of Part 1 of Schedule 4 must be notified to the relevant Participant(s) and the Chair, who must each be consulted and their views taken into account before a formal response is provided;
 - (g) to assist each Participant in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA or EIR) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by that Participant within 5 Business Days of that request and without charge; and
 - (h) that the Alliance Leadership Team and the Alliance Management Team hold information on behalf of all Participants for the purpose of FOIA and EIR save that any Competition Sensitive Information is held only on behalf of the Provider that provided the information and the ICP.

- 1.2 We acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, or for which an exception applies under EIR, the content of this Agreement is not Confidential Information.
- 1.3 Notwithstanding any other term of this Agreement, We consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA or for which an exception applies under EIR.
- 1.4 In preparing a copy of this Agreement for publication the Integration Leadership Team may consult with the Participants to inform decision-making regarding any redactions but the final decision in relation to the redaction of information will be at the Integration Leadership Team's absolute discretion.
- 1.5 We will assist and cooperate with each other to enable this Agreement to be published.

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SCHEDULE 9

DISPUTE RESOLUTION PROCEDURE

[For local determination. The process to resolve disputes must be carefully considered. An example has been included to facilitate discussions between the Participants.]

1 Avoiding and Solving Disputes

- 1.1 We commit to working cooperatively to identify and resolve issues to Our mutual satisfaction so as to avoid all forms of dispute or conflict in performing our obligations under this Agreement.
- 1.2 We believe that:
- (a) by focusing on our agreed Integration Objectives and Integration Principles;
 - (b) being collectively responsible for all risks; and
 - (c) fairly sharing risk and rewards as part of the Risk/Reward Mechanism
- reinforce our commitment to avoiding disputes and conflicts arising out of or in connection with this Agreement.
- 1.3 We must promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement (each a '**Dispute**') when it arises.
- 1.4 In the first instance the Integration Management Team must seek to resolve any Dispute to the mutual satisfaction of each of Us. If the Dispute cannot be resolved by the Integration Management Team within 10 Business Days of the Dispute being referred to it, the Dispute must be referred to the Integration Leadership Team for resolution.
- 1.5 The Integration Leadership Team must deal proactively with any Dispute on a Best for Service basis in accordance with this Agreement so as to seek to reach a unanimous decision. If the Integration Leadership Team reaches a decision that resolves, or otherwise concludes a Dispute, it will advise Us of its decision by written notice. Any decision of the Integration Leadership Team will be final and binding on Us.
- 1.6 We agree that the Integration Leadership Team, on a Best for Services basis, may determine whatever action it believes is necessary including the following:
- (a) If the Integration Leadership Team cannot resolve a Dispute, it may select an independent facilitator to assist with resolving the Dispute; and
 - (b) The independent facilitator must:
 - (i) be provided with any information he or she requests about the Dispute;
 - (ii) assist the Integration Leadership Team to work towards a consensus decision in respect of the Dispute;
 - (iii) regulate his or her own procedure and, subject to the terms of this Agreement, the procedure of the Integration Leadership Team at such discussions;
 - (iv) 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 Business Days of the independent facilitator being appointed; and

- (v) have its costs and disbursements met by the Participants.
- (c) If the independent facilitator cannot facilitate the resolution of the Dispute, the Dispute must be considered afresh in accordance with this Schedule 9 and only after such further consideration again fails to resolve the Dispute, the Integration Leadership Team may decide to:
- (i) terminate this Agreement; or
 - (ii) agree that the Dispute need not be resolved.

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SCHEDULE 10
SCOPE OF SERVICES

[For local determination]

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