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**INSURANCE REQUIREMENTS**

## Insurance Requirements

### 1 OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in ANNEX 1 and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
- (a) of good financial standing;
  - (b) appropriately regulated;
  - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
  - (d) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

### 2 GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3 FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority and/or any Authority Service Recipient may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority and/or any Authority Service Recipient shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

#### **4 EVIDENCE OF INSURANCES**

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

#### **5 CANCELLATION**

- 5.1 Subject to Paragraph 5.2, the Supplier shall notify the Authority in writing promptly upon the Supplier's receipt of any proposed, and any notification of, cancellation, suspension, termination or non-renewal of any of the Insurances.
- 5.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 5.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

#### **6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES**

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority and/or any Authority Service Recipient to review such register at any time.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

## ANNEX 1: REQUIRED INSURANCES

### PART A: INSURANCE CLAIM NOTIFICATION

Except where the Authority or any Authority Service Recipient is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

### PART B: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

### PART C: ADDITIONAL INSURANCES

Policy	Minimum limit of indemnity
Public liability	[REDACTED]
Professional Indemnity	[REDACTED]
Cyber Liability Insurance	[REDACTED]

**SCHEDULE 2.6**

**AUTHORITY SERVICE RECIPIENTS**















































OFFICIAL CONFIDENTIAL

**SCHEDULE 2.7**  
**DIGITAL & DATA ACADEMY**

## 1. INTRODUCTION

- 1.1 The Parties agree to collaborate in order to achieve the following objectives:
- (a) The co-ordination of their training and recruitment efforts having regard to the workforce profile desirable for NHS Bodies using the Data Platform, including co-ordination with other relevant suppliers of services to the Authority ("**Digital Suppliers**");
  - (b) The creation of an apprenticeship scheme, or the alignment of the existing apprenticeship programmes of the Parties, aligned with Data Platform usage; and
  - (c) The creation of a "**Digital & Data Academy**" being a centre of excellence promoted by the Authority, the Supplier and Digital Suppliers, and co-ordinating the matters described in this Schedule.
- 1.2 The Authority intends to agree terms similar to those in this Schedule with Digital Suppliers.

## 2. GOVERNANCE

- 2.1 The Parties will establish a joint committee (the "**Academy Working Group**") for the purposes of managing delivery of the objectives described in this Schedule.
- 2.2 The Parties will discuss and agree the terms of reference, meeting cadence and attendance of the Academy Working Group (which may include representatives of Digital Suppliers) by analogy with the arrangements for Boards in Schedule 8.1 (*Governance*).

## 3. APPRENTICESHIP SCHEMES

- 3.1 The Parties intend to co-ordinate their respective apprenticeship programmes in order to:
- (a) Align and jointly plan apprentice recruitment;
  - (b) Co-ordinate and collaborate on apprentice programmes, including secondment and other learning arrangements;
  - (c) Collaborate on the procurement and management of training and education providers supporting apprenticeship programmes;
  - (d) Collaborate on setting up an infrastructure for training and development of apprentices;
  - (e) Establish ways of working and joint arrangements allowing for the HR management of apprentices on their apprenticeship programmes;
  - (f) Promote school and college engagement outside of the apprenticeship programmes; and
  - (g) Seek to procure for the wider benefit of communities served by NHS services, and embed social value objectives.

3.2 The Parties further agree to:

- (a) Collaborate on establishing requirements for the apprenticeship framework, based on occupational and professional standards, where necessary;
- (b) Clearly define the roles and responsibilities of employers and apprentices;
- (c) Develop training plans describing the required learning content and methods of learning and assessment;
- (d) Identify or create appropriate academic, vocational or skills-related qualifications associated with relevant apprenticeship programmes;
- (e) Invite the Supplier's subcontractors, as agreed with the Authority, to participate in achieving the objectives set out in this Schedule;
- (f) Engage in conversations around funding arrangements of the apprenticeship programmes including co-ordination of the deployment of funds derived from each party's apprenticeship levy; and
- (g) Engage in discussions and collaborate with Digital Suppliers in pursuit of the purpose of the objectives set out above.

















































































































































































**SCHEDULE 3**  
**AUTHORITY RESPONSIBILITIES**

## Authority Responsibilities

### 1 INTRODUCTION

- 1.1 The responsibilities of the Authority and/or any Authority Service Recipient set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority and/or any Authority Service Recipient in Schedule 2.1 (*Services Description*) and Schedule 4.1 (*Supplier Solution*) shall not be Authority Responsibilities and the Authority and/or any Authority Service Recipient shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

### 2 GENERAL OBLIGATIONS

The Authority and/or any Authority Service Recipient (where applicable) shall:

- (a) perform those obligations of the Authority and/or any Authority Service Recipient which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedule 2.1 (*Services Description*) and Schedule 4.1 (*Supplier Solution*));
- (b) provide the Supplier in a timely manner with access to, and assistance from, appropriate members of the Authority's and/or any Authority Service Recipient's staff and (where reasonably necessary and to the extent within Authority's or Authority Service Recipient's control) Other Suppliers, as such access or assistance is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
- (c) provide in a timely manner sufficient and suitably skilled and qualified staff to fulfil the Authority's and/or any Authority Service Recipient's roles and duties under this Agreement as defined in the Implementation Plan and the Ways of Working document to be defined during Implementation and Transition;
- (d) provide in a timely manner such documentation, data and/or other information within the Authority's or Authority Service Recipients' possession or control and (where reasonably necessary and to the extent within Authority's or Authority Service Recipient's control) Other Suppliers that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement ; and
- (e) procure in a timely manner for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems and network components) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's and/or any Authority Service Recipient's (as applicable) normal working hours on each Working Day or as otherwise agreed

[REDACTED]

by the Authority and/or any Authority Service Recipient (such agreement not to be unreasonably withheld or delayed).

3

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



