

Dated

2024

PARTNERSHIP AGREEMENT
RELATING TO THE DELIVERY OF THE
DORSET HEALTH AND CARE SYSTEM URGENT AND EMERGENCY CARE
TRANSFORMATION PROGRAMME

Dorset County Council
County Hall
Colliton Park
Dorchester
DT1 1XJ

CLAUSE	CONTENTS
1	Definitions and Interpretation
2	Aims of Agreement
3	Period of Agreement
4	Partners' Roles and Responsibilities
5	Programme Governance
6	Financial Management (Including Fee Guarantee Arrangement)
7	Information and Monitoring Requirements
8	Audit
9	Equality and Diversity
10	Health and Safety
11	Criminal Records Checks
12	Information Governance and Data Protection
13	Freedom of Information
14	Indemnities and Liabilities, Risk Management and Insurance
15	Consequences of Breach of Agreement
16	Termination or Withdrawal from Agreement
17	Disputes
18	Third Party Rights
19	Variation
20	Waiver
21	Nature of Agreement
22	Notices
23	Communications, Publicity and Branding
24	Intellectual Property
25	Warranties
26	Prevention of Corruption
27	Conflicts of Interest
28	Fraud
29	Confidentiality
30	Review and Amendment of Agreement
31	Assignment or Transfer
32	Counterparts
33	Entire Agreement
34	Governing Law

SCHEDULES

- 1 Benefits Plan
- 2 Programme Delivery Plan
- 3 Data Sharing Agreement
- 4 Financial schedule and fee guarantee arrangement

(not attached)

DRAFT

THIS PARTNERSHIP AGREEMENT is made this day of 2024
between:

1. **DORSET COUNCIL** of County Hall, Colliton Park, Dorchester, Dorset DT1 1XJ ('the Lead Partner');
2. **BOURNEMOUTH, POOLE AND CHRISTCHURCH COUNCIL** (BCP) of BCP Council Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY
3. **UNIVERSITY HOSPITALS DORSET** (UHD) of Royal Bournemouth Hospital, Castle Lane East, Bournemouth, BH7 7
4. **DORSET COUNTY HOSPITAL** (DCH) of Dorset County Hospital, Williams Avenue, Dorchester, Dorset, DT1 2JY
5. **DORSET HEALTHCARE** (DHC) of Sentinel House, Nuffield Industrial Estate, Nuffield Road, Poole, BH17 0RB
6. **NHS DORSET** (Dorset ICB) of Vespasian House, Barrack Road, Dorchester, Dorset, DT1 1TS

(each a 'Partner' and together 'the Partners')

BACKGROUND

- (A) The Lead Partner and the Partners have agreed to undertake a system-wide urgent and emergency care transformation programme to support better outcomes for Dorset residents.
- (B) Following a diagnostic exercise and consideration of a delivery plan, the Partners have agreed to appoint Newton Consulting Limited (Company Number 04279175) (the 'Supplier') to undertake work and deliver the changes identified in the diagnostic review and delivery plan (the 'Services').
- (C) The Partners have agreed that the Lead Partner should enter into a contract with the Supplier on behalf of all partners for the delivery of the Services (the 'Contract').
- (C) This Agreement sets out the roles and responsibilities of each Partner to allow harmonious partnership working and the division of liability arising under the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings unless inconsistent with the context:

'Commencement Date' means the date of this Agreement;

'Confidential Information' means information, data and material of any nature which any party may receive or obtain in connection with the operation of this Agreement including information which is by its nature is clearly confidential;

'Personnel' means all persons employed by the Lead Partner and the Partners in the delivery of the Programme together with the Lead Partner and the Partners' volunteers, agents and sub-contractors;

'Benefits Plan' means the document attached at Schedule 1 agreed by the Lead Partner and the Partners which sets out the objectives of the Programme and how it will be funded;

'Programme Delivery Plan' means the document attached at Schedule 2 which sets out how the Programme will be managed;

'Programme' means, the Urgent and Emergency Care (UEC) Transformation Programme, as defined in the Programme Delivery Plan;

'Project' means, one of the programme streams, or an element of the UEC Transformation Programme, as defined in the Programme Delivery Plan

'Programme Steering Group' means the advisory group of officers representing the Lead Partner and the Partners with responsibility for monitoring the activities of the Programme Team and the delivery of the Programme against this Agreement, together with the monitoring of Programme risks, in accordance with the terms of reference set out in the Programme Delivery Plan (Schedule 2);

'Programme Team' means the group of officers of charged with the overall co-ordination of the Programme;

'Supplier' means Newton Consulting Ltd

- 1.2 Headings and titles are for ease of reference only and do not affect the interpretation or construction of this Agreement.
- 1.3 Words importing the singular include the plural and vice versa.
- 1.4 References to numbered Clauses and Schedules are references to the relevant Clause or Schedule in this Agreement.
- 1.5 Words imputing any gender include every gender.

- 1.6 Any reference to an enactment includes a reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

2. AIMS OF AGREEMENT

- 2.1 The aims of entering into this Agreement are:
- 2.1.1 to ensure the successful delivery of the Programme;
 - 2.1.2 to define the roles and responsibilities of the Partners in relation to the Contract and the Programme;
 - 2.1.3 to foster partnership working in a spirit of mutual trust and co-operation;
 - 2.1.4 to ensure good governance in the implementation of the Programme;
 - 2.1.5 to formalise the arrangements between the Partners; and
 - 2.1.6 to ensure the long-term viability of the Programme.

3. PERIOD OF AGREEMENT

- 3.1 This Agreement shall come into force on the Commencement Date and shall continue for the until **30 June 2027** unless terminated earlier in accordance with this Agreement.

4. PARTNERS' ROLES AND RESPONSIBILITIES

- 4.1 The roles of the Partners in undertaking the Programme are set out in detail in the Programme Delivery Plan.

4.2 Responsibilities of the Partners

The Partners agree with the Lead Partner:

- 4.2.1 to work together in a spirit of mutual support and co-operation to undertake their agreed roles in the delivery of the Programme in accordance with the provisions of this Agreement, the Benefits Plan and the Programme Delivery Plan;
- 4.2.2 to promptly disclose to the Lead Partner and the other Partners any information that comes into their possession that may relate in any way to the Programme or this Agreement, unless that information is already known to the Lead Partner or the other Partners;
- 4.2.3 to provide such staff time and resources as set out in the Programme Delivery Plan to support the delivery of the Services;
- 4.2.4 to agree all publicity and messaging regarding the Programme with the Programme Team and in accordance with the provisions of Clause 23;
- 4.2.5 to act reasonably and not to act in a way that is likely to bring the Programme, the Lead Partner, the other Partners or any of them into disrepute;

- 4.2.6 to fully and actively engage in the Programme's governance and provide officer time for attendance at meetings and, in the event of the departure of any officer, to notify the Lead Partner and other Partners in good time and appoint a suitably qualified representative to fill such vacancy;
- 4.2.7 to engage, inform and seek formal support within Partner Organisations f as relevant, to support the Programme and ensure that any necessary delegated authorities are in place;
- 4.2.8 to agree through the Programme Steering Group any change to the Programme and subsequently to obtain prior written approval, where this is required by the Lead Providers representative on the Programme Steering Group from the Lead Partner prior to implementation;
- 4.2.9 to be responsible for the implementation and co-ordination of the Programme Streams allocated to them as set out in the Benefits Plan and to pursue them with diligence and expedition, so that the Programme is delivered in accordance with the agreed timescales set out in the Benefits Plan;
- 4.2.10 to use appropriately qualified staff to undertake the Programme and to ensure sufficient staffing and administrative resources for the implementation of the Programme;
- 4.2.11 to secure all necessary, permissions, licences, consents or approvals required for the delivery of the Programme recognising that in some instances public consultation might be required of which individual agencies cannot guarantee the outcome.
- 4.2.12 to provide all reasonable assistance and co-operation to the Lead Partner, to include the provision of timely reporting, financial information and other such evidence as the Lead Partner may require enabling it to comply with its obligations under the Contract;
- 4.2.13 to notify the Lead Partner immediately in the event of:
 - 4.2.13.1 any material changes to its status, including a change of purpose or control; or
 - 4.2.13.2 any legal claims made or threatened against the Partner which would materially and substantially adversely affect the delivery of the Programmes or any matter that significantly delays or threatens the delivery of the Programmes.
- 4.2.14 not to do or fail to do anything that causes the Lead Partner to be in breach of its obligations under the Contract and to inform the Lead Partner immediately should it become aware of any issues that may give rise to such breach;
- 4.2.15 to ensure sound programme and financial management practices are applied in undertaking the Programme and to use reasonable endeavours to deliver the Programme within budget;
- 4.2.16 to comply with all relevant legislation relating to the Programme;

4.2.17 to take reasonable measures to ensure the accuracy of any information or materials provided to the Lead Partner; and

4.2.18 to promptly make any payment required under this Agreement in full and without deduction or set-off.

Specific Responsibilities of the Lead Partner

4.3 The Lead Partner agrees with the Partners:

4.3.1 to act as lead organisation and accountable body on behalf of the Partners for the purpose of entering into the Contract:

4.3.2 to manage on behalf of the Partners relations with the Supplier, undertaking regular contract meetings and ensuring payments are made in a timely manner and in accordance with the agreed payment schedule as set out in the Financial Schedule.

4.3.3 to manage on partners behalf operation of the benefits guarantee arrangement as set out in 6.6 below and in the Benefits Plan.

4.3.4 to be the principal contact for all communications with the Supplier regarding the Services, including reporting requirements, in consultation with the Partners as necessary;

4.3.5 to have overall responsibility for the co-ordination, programme management and delivery of the Programme, in accordance with the Lead Partner's established protocols, including organising meetings (and producing minutes thereof) as necessary to achieve and review delivery of the Programme;

4.3.6 to ensure the provision of staff time, and resources, to include appropriate IT systems, to effectively manage the Programme;

4.3.7 to maintain the Programme risk register and update the Programme Steering Group on perceived risks as necessary;

4.3.8. to regularly keep the Partners informed of all important communications between itself and the Supplier;

5. PROGRAMME GOVERNANCE

5.1 A Programme Steering Group which shall monitor the activities of the Programme Team and delivery of the Programme. The Programme Steering Group shall meet fortnightly initially and then every month until the Programme is completed.

5.2 The Programme Team shall manage the delivery of the Programme and report to the Programme Steering Group. The Programme Team shall meet as often as is required to ensure the delivery of the Programme.

- 5.3 The Programme Director appointed by the Lead Partner will monitor and manage delivery of the Programme, including the financial aspects. The Programme Director will report regularly to the Lead Partner's service manager and executive director. The Programme Director will supervise the Programme Team and maintain strategic oversight, with regular updates to members as necessary.
- 5.4 The Lead Partner shall retain overall responsibility for the management and delivery of the Programme.
- 5.5 All governance bodies shall comprise individuals of suitable experience, ability and skills for the proper delivery of the Programme and shall act in accordance with their respective terms of reference set out in this Agreement.
- 5.6 Each Partner shall retain responsibility for obtaining all necessary approvals in respect of its role in the Programme and the programme will ensure sufficient time is factored into the key milestones to allow this.
- 5.7 The structure, governance and management of the Programme shall be as further set out in the Programme Delivery Plan.

6. FINANCIAL MANAGEMENT (INCLUDING FEE GUARANTEE ARRANGEMENT)

- 6.1 The Lead Partner and the Partners shall make such financial contributions as are necessary to complete the Programme as set out in Schedule 4 – Cost Sharing Agreement.
- 6.2 The Lead Partner shall be responsible for overall financial management of the Programme including the setting of budgets and preparation of Programme accounts together with financial monitoring and control in accordance with the financial management and control procedures of the Lead Partner.
- 6.3 Administration of cost sharing arrangements and benefits will be undertaken by the System Finance and Benefits Working Group as set out in Schedule 2 – The Programme Delivery Plan.
- 6.4 The Partners shall maintain true and accurate separate accounts and documentary evidence for the Programme on an open book basis and submit financial claims and reports quarterly (or as otherwise required by the Lead Partner) for Eligible Expenditure to correspond with the milestones set out in the Benefits Plan.

- 6.5 The Lead Partner shall not be liable to make any payments to the Supplier in respect of any Eligible Expenditure on goods, works or services delivered under the Programme until it has received sufficient Partner Contributions to cover the costs.
- 6.6 The Lead Provider will arrange and administer payments to the Supplier in accordance with the payment schedule and achievement of agreed milestones as set out in the Benefits Plan.
- 6.7 The Lead Partner and each Partner shall bear their own costs in relation to their support of the governance structure for the Programme and their internal administration costs in bringing the Programme to fruition, except where a claim against these costs has been agreed in advance and included in the Benefits Plan.

Fee guarantee arrangement

- 6.8 The Lead Partner will manager on behalf of the Partners the Supplier's Fee Guarantee Arrangement. The Supplier's Fee Guarantee (**Fee Guarantee**) will apply so that the Charges payable for the Dorset Urgent and Emergency Care Programme are contingent against delivering a measurable result.
- 6.9 The Charges payable for the Programme are **£9,000,000** excluding VAT. The Fee Guarantee Amount is to deliver **£17,000,000 of annual recurrent benefits**, subject to any change in the Charges. If the Final Financial Benefits do not exceed the Fee Guarantee amount, then the Charges payable for this Call-Off Contract will be reduced until this is achieved.
- 6.10 It will be the responsibility of the Lead Partner, who will consult with and be advised by the Programme Steering Group, to apportion and distribute across partners any returned fees in a manner which is equitable and fair recognising the provisions outlined in section 6.8.4 above.

Programme and benefits review – July 2025

- 6.11 The Lead Partner will initiate and undertake a Programme and Benefits Review Exercise in July 2025 to provide assurance to Partner Organisations that the programme is on track to deliver the anticipated benefits and to enable the Provider to undertake any additional actions required to ensure the delivery of the programme.
- 6.12 Following the Programme and Benefits Review an update will be provided to Provider Boards and Cabinets.

7. INFORMATION AND MONITORING REQUIREMENTS

- 7.1 The Programme Director shall be responsible for providing the monitoring information required for the delivery of the Programme. As a minimum a highlight and update report will be provided to each meeting of the UEC Steering Group
- 7.2 The Lead Partner and the Partners shall comply with the monitoring and evaluation plan for the Programme as set out in the Programme Delivery Plan.
- 7.3 Each Partner shall monitor the Programmes in accordance with its standard contractual service monitoring and quality control arrangements.

8. AUDIT

- 8.1 The Partners shall ensure that full and proper records for accounting and audit purposes are kept in respect of the Programme for at least seven years after the termination of this Agreement.
- 8.2 The Partners shall co-operate with, and supply and allow inspection of, all information reasonably required by the Lead Partner and those persons exercising a statutory function in relation to any Partner or the Supplier.
- 8.3 The Lead Partner and each Partner shall have their accounts externally audited (or independently evaluated where appropriate) and if requested by the Lead Partner shall provide a copy of the relevant section of the audit (or evaluation) report.

9. EQUALITY AND DIVERSITY

- 9.1 The Lead Partner and the Partners shall at all times operate a policy of equal opportunities in relation to the delivery of the Programme.
- 9.2 The Lead Partner and the Partners shall not unlawfully discriminate in the delivery of the Programme either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, pregnancy and maternity, gender reassignment, marriage and civil partnership, religion or belief or age and, without prejudice to the generality of the foregoing, shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation.
- 9.3 The Lead Partner and the Partners shall take all reasonable steps to secure the observance of this Clause by all Personnel involved in the delivery of the Programme.

10. HEALTH AND SAFETY

- 10.1 Where applicable, the Lead Partner and the Partners shall comply with the Health and Safety at Work etc Act 1974 and all other acts, orders, regulations and codes of practice relating to health and safety in relation to the delivery of the Programme.

11. CRIMINAL RECORDS CHECKS

- 11.1 To the extent applicable to the delivery of the Programme, the Lead Partner and the Partners shall comply with all relevant legislation and guidance for safeguarding vulnerable persons and all subsequent legislation and guidance.

12. INFORMATION GOVERNANCE AND DATA PROTECTION

- 12.1 The Lead Partner and the Partners shall comply with the provisions of Schedule 3.

13. FREEDOM OF INFORMATION

- 13.1 The Lead Partner and the Partners shall assist and co-operate with each other to enable those Partners who are subject to the Freedom of Information Act 2000 to comply with their information disclosure requirements under the Act.

14. INDEMNITIES AND LIABILITIES, RISK MANAGEMENT AND INSURANCE

- 14.1 The Lead Partner and each Partner shall maintain in force at their own cost such insurance policies as are appropriate and adequate having regard to their obligations and liabilities under this Agreement.
- 14.2 The Partners shall provide evidence of such insurance to the Lead Partner on request.
- 14.3 The Lead Partner and the Partners shall work together to develop a risk management policy to ensure that risks arising in the delivery of the Programme are identified and managed and addressed in the most appropriate way.
- 14.4 The Lead Partner and each Partner shall indemnify the other Partners against all or any liabilities, claims, costs and/or expenses of, or incurred by, that Partner in connection with its negligence, gross misconduct, breach of law or duty or acts or omissions relating to the discharge of its obligations under this Agreement or in relation to a substantial or persistent failure (after due notice) to redress deficient performance.
- 14.5 Neither the Lead Partner nor any Partner shall be entitled under Clause 14.4 to recover from the other Partner any indirect or consequential loss.

- 14.6 Each Partner shall indemnify the Lead Partner against all actions, claims, costs, expenses and damages arising from a failure of that Partner to comply with its obligations under this Agreement or any action to enforce the Funding Agreement resulting from that Partner's act, omission, neglect or default.
- 14.7 Nothing in this Agreement shall limit or exclude the Lead Partner or a Partner's liability for:
- 14.7.1 death or personal injury caused by negligence; or
 - 14.7.2 any fraud or for any liability that, by law, cannot be limited or excluded.

15. CONSEQUENCES OF BREACH OF AGREEMENT

- 15.1 If any Partner ('the Defaulting Partner') is in material or persistent breach of its obligations under this Agreement then:
- 15.1.1 if such breach is capable of remedy, the Defaulting Partner shall remedy such breach within 21 Working Days of receipt of notice of such breach from any of the other Partners; or
 - 15.1.2 if such breach is not capable of remedy or the Defaulting Partner has failed to remedy the breach in accordance with Clause 15.1.1, the non-defaulting Partners shall meet as soon as reasonably practicable to determine the most appropriate course of action.
- 15.2 If the non-defaulting Partners determine in accordance with Clause 15.1.2 above that the Agreement with the Defaulting Partner should be terminated, the non-defaulting Partners shall notify the Defaulting Partner of such termination. The Agreement shall continue in respect of the remaining Partners, subject to Clause 16.3.
- 15.3 The provisions of this Clause are in addition to any other right or remedy which any Partner may have in consequence of any breach of the terms of this Agreement.

16. TERMINATION OR WITHDRAWAL FROM AGREEMENT

- 16.1 Subject to Clause 16.5, the Lead Partner and all the Partners may, at any time by agreement in writing, terminate this Agreement on such terms and conditions as they may agree.
- 16.2 A Partner may withdraw from this Agreement on terms agreed with the Lead Partner.
- 16.3 In the event of the withdrawal of a Partner under Clause 16.2 or the termination of the Agreement in respect of a Defaulting Partner under Clause 15.2, the withdrawing or Defaulting Party shall remain liable for making any previously agreed financial or in-kind contribution to the Programme as set out in the Benefits Plan.

16.4 The Lead Partner may terminate this Agreement immediately by notice in writing if one or more Partners is in breach of payment obligations.

16.5 The Lead Partner shall not be liable for any losses incurred by the Partners arising from termination or suspension of this Agreement due to withdrawal from the Programme.

16.6 Upon termination of this Agreement, any Partner shall supply to the other Partner when requested any information which the other Partner requires for the continuation of the Programme.

17. DISPUTES

17.1 If a dispute arises in relation to any aspect of this Agreement or the Programme, the Lead Partner and the Partners shall first consult in good faith in an attempt to come to an agreement in relation to the disputed matter.

17.2 Any dispute which cannot be resolved by consultation between officers of the Lead Partner and the Partners shall be referred to the Chief Officers of the Partners.

17.3 If the dispute remains unresolved for a period of twenty eight days after the date of referral to the Chief Officers, the Lead Partner or any Partner may refer the matter to an independent adjudicator.

17.4 The adjudicator nominated to consider the dispute shall be:

17.4.1 wholly independent of all the Partners;

17.4.2 appointed jointly by the Partners.

17.5 If the Partners are unable to agree on the identity of an adjudicator, the President for the time being of the Chartered Institute of Arbitrators shall appoint an appropriate person.

17.6 The adjudicator's decision shall be binding on the Lead Partner and the Partners.

17.7 The adjudicator's costs shall be borne as the adjudicator shall specify or, in default, equally by the Lead Partner and the Partners.

18. THIRD PARTY RIGHTS

18.1 This Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

19. VARIATION

19.1 Any variation to this Agreement shall be by mutual consent in writing of the Lead Partner and the Partners.

20. WAIVER

20.1 The failure by the Lead Partner or any Partner to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce the terms and conditions of this Agreement.

21. NATURE OF AGREEMENT

21.1 Nothing in this Agreement shall create or be deemed to create a legal partnership between the Lead Partner and the Partners and no party to this Agreement shall hold itself out as the agent of another.

22. NOTICES

22.1 Any notice to be given by the Lead Partner or any Partner to any other party under this Agreement shall be in writing and shall be deemed served if delivered personally or by first class post to the Chief Officer at the address of that other party at the head of this Agreement or at such other address as the party to be served may have notified in accordance with the provisions of this Clause.

22.2 Any notice given as required in this Clause shall be deemed to be served two Working Days after delivery or despatch by the sending party.

23. COMMUNICATIONS, PUBLICITY AND BRANDING

23.1 The Lead Partner and the Partners will agree all communications, branding, publicity and marketing arrangements for the Programme through the Programme Steering Group.

23.2 The Programme Team will be responsible for promoting the Programme through the media and will handle all enquiries in relation to the same.

23.3 No Partner shall make any press announcements or publicise the Programme in any way except with the consent of the Programme Director.

23.4 The Lead Partner and the Partners shall take all reasonable steps to ensure the observance of the provisions of this Clause by their Personnel, agents, volunteers, sub-contractors, professional advisors and consultants.

23.5 The provisions of this Clause shall apply during this Agreement and indefinitely after its expiry or termination.

24. INTELLECTUAL PROPERTY

24.1 This Section shall apply in relation to intellectual property created and/or used in connection with the Dorset Urgent and Emergency Care Programme.

24.2 Save as set out below, nothing in this Partnership Agreement will transfer any Intellectual Property Rights, title or any interest in any existing Intellectual Property Rights owned by or licensed to, one party to the other party. This includes any Intellectual Property Rights created prior to, or unconnected with, the Dorset Urgent and Emergency Care Programme.

24.3 In relation to Partner materials, the Partner:

24.3.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Partner Materials; and

24.3.2 grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Partner Materials for the purpose of delivering the Dorset Urgent and Emergency Care Programme.

24.4 The Supplier Deliverables form an inherent part of the Supplier's advisory services in connection with the Dorset Urgent and Emergency Care Programme. In relation to such Supplier Deliverables:

24.4.1 the Supplier shall retain ownership of all Intellectual Property Rights in the Supplier Deliverables, excluding the Buyer Materials;

24.4.2 provided that any Lead Partner is not in breach of any of the terms set out in the Contract between the Lead Partner and the Provider, the Supplier grants the Partner a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual, non-transferable, non-sublicensable and irrevocable licence to use, copy and modify the Supplier Deliverables (excluding the Buyer Materials) for the purpose of receiving and using the Supplier Deliverables in its organisation; and

24.4.3 the Partner may modify, adapt, translate, reverse engineer or in any other manner decode ("Change") the Supplier Deliverables, on condition that:

24.4.3.1 the Supplier shall have no liability whatsoever in the event that such a Change infringes or allegedly infringes the Intellectual Property Rights of any third party; and

24.4.3.2 the Supplier shall have no liability whatsoever to the extent that any Change(s) the Buyer makes has/have a detrimental effect on the Supplier Deliverables.

24.5 To generate and / or support the generation of certain Supplier Deliverables, the Supplier may adapt, build, deploy, develop, implement, generate, prepare, provide or otherwise make available Advisory Tools. In relation to such Advisory Tools:

24.5.1 the Supplier and the Supplier's licensors shall retain ownership of all Intellectual Property Rights in the Advisory Tool and all improvements and modifications thereto;

24.5.2 provided that the Partner is not in breach of any obligations under the Partnership Agreement, the Supplier hereby grants the Partners a free-of-charge, worldwide, non-exclusive, royalty-free, perpetual, non-transferable, non-sublicensable license to use the Advisory Tool internally within its organisation solely for the purpose of supporting the Dorset Urgent and Emergency Care Programme Objectives;

24.5.3 the Partners shall not copy, reproduce, translate, reverse engineer or in any other manner decode, sublicense, transfer, disclose or in any way make available such Advisory Tools to any third party whatsoever; and

24.5.4 the Partners shall have the right to modify and update such Advisory Tools as required to maintain or modify the functionality of the Advisory Tools for the purpose of generating and / or supporting the generation of certain Supplier Deliverables supporting Dorset Urgent and Emergency Care Programme Objectives.

24.6 The Lead Partner may sublicense the Supplier Deliverables and Advisory Tools only to other organisations solely for the purpose of generating and / or supporting the generation of certain Supplier Deliverables supporting Dorset Urgent and Emergency Care Programme.

24.7 Whilst the Supplier will use reasonable efforts to support the Supplier Deliverables and Advisory Tools during the term of the Programme, the Supplier shall not be required to make any updates or upgrades to the Supplier Deliverables or Advisory Tools after the end of the Dorset Urgent and Emergency Care Programme.

24.8 Maintenance and modification of the Supplier Deliverables and Advisory Tools after the end of the Dorset Urgent and Emergency Care Programme shall be the responsibility of Partnership.

24.9 At that time the Lead Partner will identify a Partner to be responsible for the Maintenance and modification of the Supplier Deliverables and Advisory Tools

24.10 If the Partnership wishes the Supplier to provide further support in relation to the Supplier Deliverables or Advisory Tools, the Lead Partner may request such additional services and the Supplier shall be entitled to charge for such work and the parties shall record such agreement in writing.

25. WARRANTIES

25.1 The Lead Partner and each Partner warrants to the others that:

25.1.1 they have full capacity and authority and all necessary consents and approvals to enter into and perform this Agreement and deliver the Programme and that the Agreement is executed by a duly authorised representative;

25.1.2 they shall use reasonable care, skill and diligence in the delivery of the Programme;

25.1.3 they shall deliver the Programme in accordance with all applicable statutes, enactments, orders, regulations or similar instruments as amended from time to time;

25.1.4 all Personnel involved in the Programme have the necessary skills, professional qualifications and experience to deliver their responsibilities under the Programme;

25.1.5 as at the date of this Agreement it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement; and

25.1.6 information provided to the Lead Partner is accurate in all respects, having made diligent, proper and full enquiry in relation to the same.

26. PREVENTION OF CORRUPTION

26.1 This Agreement shall automatically terminate in respect of a Partner if that Partner shall have offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or the Programme or shall have committed an offence under the Bribery Act 2010.

26.2 The other Partners shall be entitled to recover the amount of any loss or damage resulting from such termination, which shall include the repayment of any funds deposited with the Lead Provider.

27. CONFLICTS OF INTEREST

27.1 The Lead Partner and the Partners shall use reasonable endeavours to ensure that neither they nor any of their Personnel, agents, suppliers or sub-contractors are placed in a position where there is or may be an actual conflict or potential conflict of interests.

27.2 Where such a conflict does arise, the Lead Partner or the Partner (as the case may be) shall take all reasonable steps to end or avoid the actual or potential conflict of interest or alleviate its effect.

28. FRAUD

28.1 The Lead Partner and the Partners shall safeguard the Funding in line with high standards of honesty, regularity and good financial management and shall take appropriate measures to guard against fraud.

28.2 A Partner shall notify the Lead Partner and the other Partners immediately if it has reason to suspect that any fraud has occurred, is occurring or is likely to occur in relation to the Funding.

28.3 The Lead Partner shall be liable to repay to the Partners Funding received in the event it has provided fraudulent or misleading information or has acted fraudulently in relation to use of the Funding.

29. CONFIDENTIALITY

29.1 The Lead Partner and each Partner, its Personnel and any other person associated with them shall keep confidential the commercial terms of this Agreement, which where required for the purposes of this agreement are attached as schedules and will remain confidential.

29.2 Neither the Lead Partner nor any Partner shall use or disclose another party's Confidential Information, without prior written consent, except to persons necessary for the purpose of this Agreement, or where disclosure is expressly permitted under this Agreement.

29.3 The Lead Partner and each Partner shall ensure their Personnel, professional advisors, sub-contractors and suppliers are aware of the confidentiality obligations under this Agreement.

29.4 The obligations on the Lead Partner or a Partner set out in Clauses 29.1 to 29.3 shall not apply to any Confidential Information which:

29.4.1 a party can demonstrate is or becomes public knowledge otherwise than by breach of this Agreement;

29.4.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

- 29.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 29.4.4 is independently developed without access to the Confidential Information;
- 29.4.5 is required to be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000.

29.5 This Clause shall survive the termination of this Agreement for a period of six years.

30. REVIEW AND AMENDMENT OF AGREEMENT

30.1 This Agreement shall be subject to formal review by the Partners annually from the Commencement Date.

30.2 The Lead Partner and the Partners may review the delivery of the Programme and all or any procedures or requirements of this Agreement on the coming into force of any relevant statutory or other legislation or guidance so that the delivery of the Programme complies with such legislation or guidance.

31. ASSIGNMENT OR TRANSFER

31.1 This Agreement and any rights and conditions contained in it may not be assigned or transferred by the Lead Partner or any Partner except to any statutory successor to the relevant function.

32. COUNTERPARTS

32.1 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by the Lead Partner and all the Partners shall constitute a full original of this Agreement for all purposes.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire agreement between the Lead Partner and the Partners in connection with the Programme and supersedes all prior representations, communications, negotiations and understanding concerning the Programme.

34. GOVERNING LAW

34.1 This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF the Partners have duly executed this Agreement as a deed the day and year first before written