

## SCHEDULE 25

### NCSEM

#### 1. NCSEM

- 1.1 The parties acknowledge the requirements of the Services Specification in relation to the NCSEM Services.
- 1.2 In relation to the requirement to maintain building insurance for the NCSEM Areas as referred to in paragraph 5.2.16 of the Services Specification, the provisions of clauses 33 to 35 inclusive of this Agreement shall apply and maintenance of insurance shall not be regarded as NCSEM Recharge Services.
- 1.3 In relation to NNDR Relief applicable to the NCSEM Areas, notwithstanding the provisions of schedule 14 (NNDR), if NNDR Relief is not granted, is adjusted or lost howsoever arising in respect of the NCSEM Areas or in relation to NCSEM's status or occupation or use of the NCSEM Areas or the relevant Facilities ("NCSEM NNDR Event"), the Operator shall be entitled to adjust the Annual Payment by such amount as to put the Operator in a no better and no worse position as if the NCSEM NNDR Event had not applied or occurred.
- 1.4 It is acknowledged that in relation to the reception service provided by the Operator as set out in paragraph 2.8.1 and Appendix 9 of the Services Specification, this service may include welcoming NCSEM patients and visitors as they arrive, logging their arrival on the NHS appointment system and directing them to relevant areas of the NCSEM Areas (which may be subject to change following any Investment Facility Change) to wait. The specific arrangements and processes for reception services will take account of the relevant NCSEM Areas of the Facilities and any specific requirements as required by NCSEM. The Operator is not required to provide any additional administration of the patient bookings service or patient records.
- 1.5 Any additional service not included in the Services or NCSEM Services in respect of the NCSEM Areas or in respect of NCSEM or an NCSEM patient which may be required by the Authority or NCSEM shall either be:
  - 1.5.1 processed as an Authority Change through the Change Protocol and thereafter will be considered as part of the Services or the NCSEM Services (as the case may be); or
  - 1.5.2 provided as agreed directly between the Operator and NCSEM and set down in a separate service level agreement ("**SLA**") between the Operator and NCSEM.
- 1.6 Any additional service included in a SLA pursuant to paragraph 1.5.2 of this schedule shall not be deemed to be included in the NCSEM Service and shall be regarded as an additional service to NCSEM.
- 1.7 In accordance with:

1.7.1 paragraphs 3.10.3, 4.1.1, 5.2.26 and 5.2.33 of the Services Specification, access and frequency for the provision of the cleaning service, asset management and facilities maintenance shall be agreed between the Operator and NCSEM; and

1.7.2 paragraphs 3.10.4, 4.1.3, 5.2.27 and 5.2.34 of the Services Specification, the escalation process shall be agreed between the Operator and NCSEM,

in each case, such parties acting in good faith and endeavouring to do so three months prior to the Service Commencement Date.

- 1.8 The Operator shall at all times throughout the Contract Period have such access to the NCSEM Areas (including any other parts of the Facilities used by NCSEM) as the Operator shall deem necessary to enable the Operator to comply with the terms of this Agreement.
- 1.9 To the extent the Operator is unable to gain access to the NCSEM Areas (and any other parts of the Facilities used by NCSEM) due to NCSEM requiring the relevant part of the NCSEM Area or the relevant Facility to complete a visitor or patient visit or for any other activity or reason, such period of inaccessibility shall be added to any required Rectification Period under schedule 5 (Payment and Performance Monitoring System) so that the period for rectification is extended automatically and such period as extended shall become the required Rectification Period.
- 1.10 The parties acknowledge that the duty manager for each relevant Facility shall retain a master key for the NCSEM Area.
- 1.11 In accordance with paragraphs 3.15.17 and 3.15.21 of the Services Specification, the Operator shall carry out risk assessments in respect of the NCSEM Areas and NCSEM presence at relevant Facilities. The Operator shall obtain NCSEM's input into the risk assessments in respect of NCSEM's activities and its presence in the NCSEM Areas. The Operator shall not be regarded as being in breach of any part of the Agreement or be regarded as failing in the performance of the relevant Service to the extent risk assessments are not completed or in compliance due to any act or omission of NCSEM.
- 1.12 The Authority shall procure that NCSEM shall be responsible for and shall pay monthly in arrears or in advance, as applicable, within 15 days after receiving an invoice, sums invoiced by the Operator in respect of recharge costs applicable to the NCSEM Recharge Services that have been provided in the relevant Contract Month, with the addition of clinical waste disposal (on a pass through cost basis), if applicable.
- 1.13 The parties acknowledge and agree that NCSEM staff that work at the relevant Facilities will be able to benefit from rates for use of the relevant Facilities equivalent to the existing Operator staff arrangements, subject to the relevant terms and conditions of the relevant Facility
- 1.14 If NCSEM licenses any part of any NCSEM Area (subject to the Authority giving its approval, if required), the Authority and NCSEM shall be responsible for any such arrangement and any of its staff, contractors, servants, agents, patients or visitors shall be deemed to be a NCSEM Party.

- 1.15 The parties agree that in the event of NCSEM ceasing to occupy or use any of the NCSEM Areas, the parties shall, adopting the Authority Change, review the NCSEM Areas to seek a solution that would place the Operator in a no better/no worse position.