

SCHEME 4 – JOINT WORKING OBLIGATION

Part 1 – LEAD PARTNER OBLIGATIONS

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

1 *The Lead Partner shall notify the other Partners if it receives or serves:*

1.1 *a Change in Control Notice;*

1.2 *a Notice of an Event of Force Majeure;*

1.3 *a Contract Query;*

1.4 *Exception Reports*

and provide copies of the same.

2 *The Lead Partner shall provide the other Partners with copies of any and all:*

2.1 *Monthly Activity Reports;*

2.2 *Review Records; and*

2.3 *Remedial Action Plans;*

2.4 *Service Quality Performance Report;*

3 *The Lead Partner shall consult with the other Partners before attending:*

3.1 *An Activity Management Meeting;*

3.2 *Contract Management Meeting;*

3.3 *Review Meeting;*

and, to the extent the Service Contract permits, raise issues reasonably requested by a Partner at those meetings.

4 *The Lead Partner shall not:*

4.1 *permanently or temporarily withhold or retain monies pursuant to the Withholding and Retaining of Payment Provisions;*

4.2 *vary any Provider Plans (excluding Remedial Action Plans);*

4.3 *agree (or vary) the terms of a Joint Investigation or a Joint Action Plan;*

4.4 *give any approvals under the Service Contract;*

4.5 *agree to or propose any variation to the Service Contract (including any Schedule or Appendices);*

4.6 *suspend all or part of the Services;*

4.7 *serve any notice to terminate the Service Contract (in whole or in part) pursuant to the terms of the relevant service contract;*

- 4.8 *serve any notice;*
- 4.9 *agree (or vary) the terms of a Succession Plan;*
- without the prior approval of the other Partners such approval not to be unreasonably withheld or delayed.*
- 5 *The Lead Partner shall advise the other Partners of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.*
- 6 *The Lead Partner shall notify the other Partners of the outcome of any Dispute that is agreed or determined by Dispute Resolution*
- 7 *The Lead Partner shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports)*

Part 2 - OBLIGATIONS OF THE OTHER PARTNER

Terminology used in this Schedule shall have the meaning attributed to it in the NHS Standard Form Contract save where this Agreement or the context requires otherwise.

- 8 *Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:*
- 8.1 *resolve disputes pursuant to a Service Contract;*
- 8.2 *comply with its obligations pursuant to a Service Contract and this Agreement;*
- 8.3 *ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract;*
- 9 *No Partner shall unreasonably withhold or delay consent requested by the Lead Partner.*
- 10 *Each Partner (other than the Lead Partner) shall:*
- 10.1 *comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;*
- 10.2 *notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.*