

Dated

2018

SOUTHEND-ON-SEA BOROUGH COUNCIL

and

NHS SOUTHEND CLINICAL COMMISSIONING GROUP

**VARIATION TO FRAMEWORK PARTNERSHIP
AGREEMENT RELATING TO THE COMMISSIONING OF
HEALTH AND SOCIAL CARE SERVICES FOR 2017- 2019**

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THIS VARIATION AGREEMENT is made on day of 2018

PARTIES

- (1) **SOUTHEND-ON-SEA BOROUGH COUNCIL** of Civic Centre, Victoria Avenue, Southend on Sea, Essex, SS2 6ER (the "**Council**"); and
- (2) **NHS SOUTHEND CLINICAL COMMISSIONING GROUP** of Harcourt House, 5-15 Harcourt Avenue, Southend on Sea, SS2 6HE (the "**CCG**")
- (together "**the Partners**")

BACKGROUND

- (A) The Partners entered into a Framework Partnership Agreement relating to the commissioning of health and social care services on 31st March 2015 in exercise of the powers referred to in Section 75 of the 2006 Act and/or Section 13Z(2) and 14Z(3) of the 2006 Act as applicable ("the Original Agreement").
- (B) The Partners acknowledge that the Original Agreement was varied and replaced by a Deed of Variation dated [xxxxxxx 2016] ("the Amended Agreement for 2016/17").
- (C) The Partners have agreed to further amend the terms of the Amended Agreement for 2016/17 as set out in Schedule 1 of this Agreement with effect from the date of this Agreement in relation to the financial year commencing 1st April 2017 and ending 31st March 2018 and the financial year commencing 1st April 2018 and ending 31st March 2019.

AGREED TERMS

1 DEFINED TERMS AND INTERPRETATION

- 1.1 In this Agreement, expressions defined in the Partnership Agreement and used in this Agreement have the meaning set out in the Partnership Agreement.
- 1.2 Subject to Clause 1.1 in this Agreement the following words and expressions shall have the following meanings:

Agreement means this Variation Agreement including any schedules and appendices.

- 1.3 The rules of interpretation set out in the Partnership Agreement apply to this Agreement.

2 VARIATION

- 2.1 With effect from 1 April 2017, the Partners acknowledge agree and confirm that in accordance with Clause 30 of the Amended Agreement for 2016/17 (which provides that any variation shall be recorded in writing and signed for and on behalf of each of the Partners) that the Amended Agreement for 2016/17 shall be amended and replaced by the Agreement contained at Schedule 1.

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- 2.2 Except as amended by this Agreement, the Partnership Agreement shall continue in full force and effect and this Agreement shall not release or lessen any accrued rights, obligations or liability of any of the Partners under the Partnership Agreement.

3 GENERAL

- 3.1 The provisions of the following clauses of the Partnership Agreement shall apply, mutatis mutandis, to this Agreement: Clause 15 (Audit and Access Rights), Clause 23 (Dispute Resolution Procedure), Clause 25 (Confidentiality) Clause (Freedom of Information and Environmental Protection Regulations) Clause 29 (Notices) and Clause 34 (Assignment and Sub- Contracting).

4 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

5 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6 ENTIRE AGREEMENT

- 6.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.
- 6.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the Partners.

7 COUNTERPARTS

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

8 GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 8.2 Subject to Clause 23 (Dispute Resolution) of the Partnership Agreement, the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1– FRAMEWORK PARTNERSHIP AGREEMENT
[to be added]

Signed by the authorised signatory of)
THE COUNCIL OF THE BOROUGH OF)
SOUTHEND-ON-SEA)
in the presence of:)

Signed by the authorised signatory of)
NHS SOUTHEND CLINICAL)
COMMISSIONING GROUP)
in the presence of:)

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