

# NHS Standard Contract 2020/21

## Particulars (Shorter Form)

*Contract title / ref:*

**Think Pharmacy – Practice Name**

**2022/12F/FH/A001**

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(please do not send contracts to this email address)

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<b>Contract Reference</b>	<b>2022/12F/FHV83/A001</b>
<b>DATE OF CONTRACT</b>	
<b>SERVICE COMMENCEMENT DATE</b>	<b>1<sup>st</sup> April 2020</b>
<b>CONTRACT TERM</b>	<b>2 years commencing from 1<sup>st</sup> April 2020 until 31st March 2022</b>
<b>COMMISSIONERS</b>	<b>Wirral Health and Care Commissioning – Formed as NHS WIRRAL CCG (ODS 12F) Marriss House Hamilton Street Birkenhead Merseyside CH41 5AL</b>
<b>CO-ORDINATING Commissioner</b>	<b>Wirral Health and Care Commissioning – Formed as NHS WIRRAL CCG (ODS 12F) Marriss House Hamilton Street Birkenhead Merseyside CH41 5AL</b>
<b>PROVIDER</b>	

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**Definitions and Interpretation**

**CONTRACT**

This Contract records the agreement between the Commissioners and the Provider and comprises

- 1. these **Particulars**;
- 2. the **Service Conditions (Shorter Form)**;
- 3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

**IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below**

**SIGNED by** .....  
**Signature**

**Mark Chidgey**  
**For and on behalf of** .....  
**Wirral Health and Care Commissioning** **Title**

.....  
**Date**

**SIGNED by** .....  
**Signature**

**Name** .....  
**For and on behalf of** .....  
**Pharmacy** **Title**

.....  
**Date**

<b>SERVICE COMMENCEMENT AND CONTRACT TERM</b>	
Effective Date	1 <sup>st</sup> April 2020
Expected Service Commencement Date	1 <sup>st</sup> April 2020
Longstop Date	30 <sup>th</sup> June 2020
Service Commencement Date	1 <sup>st</sup> April 2020
Contract Term	2 Years commencing 1 <sup>st</sup> April 2020, expiring 31 <sup>st</sup> March 2022
Option to extend Contract Term	Yes, by 12 months
Notice Period (for termination under GC17.2)	6 months
<b>SERVICES</b>	
Service Categories	Indicate <u>all</u> that apply
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	√
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Patient Transport Services (PT)	
<b>Co-operation with PCN(s) in service models</b>	
Enhanced Health in Care Homes	NO
<b>Service Requirements</b>	
Essential Services (NHS Trusts only)	NO
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of the Contract?	NO
<b>PAYMENT</b>	
National Prices Apply to some or all Services (including where subject to Local Modification or Local Variation)	NO
Local Prices Apply to some or all Services	YES
Expected Annual Contract Value Agreed	NO

<b>GOVERNANCE AND REGULATORY</b>	
Provider's Nominated Individual	
Provider's Information Governance Lead	
Provider's Data Protection Officer (if required by Data Protection Legislation)	
Provider's Caldicott Guardian	
Provider's Senior Information Risk Owner	
Provider's Accountable Emergency Officer	
Provider's Safeguarding Lead	
Provider's Child Sexual Abuse and Exploitation Lead	
Provider's Mental Capacity and Liberty Protection Safeguards Lead	
Provider's Freedom To Speak Up Guardian(s)	
<b>CONTRACT MANAGEMENT</b>	
Addresses for service of Notices	<p>Co-ordinating Commissioner:  <b>Mark Chidgey</b>            Wirral Health and Care Commissioning            Marrass House            Birkenhead            Wirral            CH41 5AL  <a href="mailto:mark.chidgey@nhs.net">mark.chidgey@nhs.net</a></p> <p><b>Provider:</b></p>
Commissioner Representative(s)	<p><b>Sarah Boyd-Short</b>            Wirral Health and Care Commissioning            Marrass House            Birkenhead            Wirral            CH41 5AL  <a href="mailto:sarah.boyd-short@nhs.net">sarah.boyd-short@nhs.net</a></p>
<b>Provider Representative</b>	

## **SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM**

### **A. Conditions Precedent**

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

1. Evidence of appropriate Indemnity Arrangements

### **C. Extension of Contract Term**

**Option to extend by 12 months.**

## SCHEDULE 2 – THE SERVICES

### A. Service Specifications

No.	Name of Service Specification	Embedded Document
1	Think Pharmacy	 Think Pharmacy Level 2 Service Specif
2	Palliative Care Emergency Medicines Service	 PalliativeCarespecrevi ewMar20FINAL (7).do

## **SCHEDULE 2 – THE SERVICES**

### **Ai. Service Specifications – Enhanced Health in Care Homes**

**Not Applicable**

## **SCHEDULE 2 – THE SERVICES**

### **B. Indicative Activity Plan**

**Not Applicable**

### **D. Essential Services (NHS Trusts only)**

**Not Applicable**

**G. Other Local Agreements, Policies and Procedures**

Policy	Date	Weblink
<p><b>NHS Wirral CCG</b> Commissioning Policy</p>	<p>2020/21</p>	<p> PLCP Policy 2019 2020 Updated 4 6 19.c</p> <p> PLCP summary of Revisions 4 6 19 V2.dc</p> <p> PLCP Clinical Audit Review Final Version.c</p> <p><a href="https://www.wirralccg.nhs.uk/about-us/policies/procedures-of-low-clinical-priority/">https://www.wirralccg.nhs.uk/about-us/policies/procedures-of-low-clinical-priority/</a></p>
<p><b>NHS Wirral CCG</b> High Cost Drugs Policy</p>	<p>2019/20</p>	<p> 19.20HCDS_Technologies.pdf</p>
<p><b>NHS Wirral CCG</b> Outcomes Framework</p>	<p>2020/21</p>	<p>  Outcomes FrameworkOutcomes Framework for Older People.docx for Older People.xlsx</p>

## J. Transfer of and Discharge from Care Protocols

<p><b>Commissioner Policy:</b> Generic Policy For 2020-2021 Contracts Transfer And Discharge From Care Obligations</p>	 <p>Schedule2J - Transfer and Discharge From C</p>
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## K. Safeguarding Policies and Mental Capacity Act Policies

<p><b>Commissioner Policy:</b> Commissioned Services Standards for Safeguarding Children and Adults at Risk</p> <p>Review date: To be revised by the 30/09/2020.</p>	 <p>Schedule 2 Part K - NHS WCCG Commissi</p>
<p><b>Providers Policy:</b></p> <p><b>Adult and Children Safeguarding</b></p>	

## SCHEDULE 3 – PAYMENT

### A. Local Prices

<b>Think Pharmacy</b>	Consultations will be reimbursed at the rate of £9.15 per consultation (this fee will change in line with current prescription charge).
<b>Palliative Care Emergency Medicines Service</b>	Service providers will be reimbursed at £200.00 per year for the provision of the service irrespective of the amount of prescriptions dispensed.

### B. Local Variations

<b>Not Applicable</b>
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### C. Local Modifications

<b>Not Applicable</b>
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**F. Expected Annual Contract Values**

**Not Applicable**

## SCHEDULE 4 – QUALITY REQUIREMENTS

### A. Operational Standards and National Quality Requirements – Shaded aren't applicable

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
<i>E.B.4</i>	<i>Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test</i>	<i>Operating standard of no more than 1%</i>	<i>See Diagnostics Definitions and Diagnostics FAQs at: <a href="https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/">https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/</a></i>	<i>Where the number of Service Users waiting for 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Monthly</i>	<i>CS D</i>
<i>E.B.S.3</i>	<i>The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care</i>	<i>Operating standard of 80%</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Where the number of Service Users in the Quarter not followed up within 72 hours exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH</i>

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: <a href="https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour">https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour</a>	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
<b>E.H.4</b>	<b>Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care</b>	<b>Operating standard of 60%</b>	<b>See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: <a href="https://www.england.nhs.uk/mental-health/resources/access-waiting-time/">https://www.england.nhs.uk/mental-health/resources/access-waiting-time/</a></b>	<b>Issue of Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>MH</b>
<b>E.H.1</b>	<b>Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment</b>	<b>Operating standard of 75%</b>	<b>See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: <a href="https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-">https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-</a></b>	<b>Issue of Contract Performance Notice and subsequent process in accordance with GC9</b>	<b>Quarterly</b>	<b>MH</b>

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Applicable Service Category
			<a href="#"><u>annex-f-activity-and-performance/</u></a>			
<b><i>E.H.2</i></b>	<b><i>Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment</i></b>	<b><i>Operating standard of 95%</i></b>	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: <a href="https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/"><u>https://www.england.nhs.uk/publication/nhs-operational-planning-and-contracting-guidance-2020-21-annex-f-activity-and-performance/</u></a>	<b><i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i></b>	<b><i>Quarterly</i></b>	<b><i>MH</i></b>

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the Operational Standards and National Quality Requirements shown in ***bold italics*** the provisions of SC36.28 apply.

**SCHEDULE 4 – QUALITY REQUIREMENTS****C. Local Quality Requirements**

<b>Quality Requirement</b>	<b>Threshold</b>	<b>Method of Measurement</b>	<b>Consequence of breach</b>	<b>Timing of application of consequence</b>	<b>Applicable Service Specification</b>
Number of Compliments received	Not applicable	Reported quarterly with nil return required	Not applicable	Not applicable	Think Pharmacy
Number of Complaints received	Not applicable	Review of causes and outcomes of complaints received. Reported quarterly with nil return required	Not applicable	Not applicable	Think Pharmacy
Number of Serious Incidents	Each incident – Wirral CCG to be notified and also standard processes such as NRLS reporting	Reported monthly with nil return required	Case by Case basis	Minimum of monthly	Think Pharmacy
Number of Near Misses / Harm / Allergies	To be determined	Reported monthly with nil return required	To be determined	Minimum of monthly	Think Pharmacy
Number of Safeguarding incidents/referrals	Not applicable	Reported quarterly with nil return required	Not applicable	Not applicable	Think Pharmacy

## **SCHEDULE 4 – QUALITY REQUIREMENTS**

### **D. Commissioning for Quality and Innovation (CQUIN)**

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.8 therefore apply to this Contract.

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
<b>National Requirements Reported Centrally</b>			
1. As specified in the list of omnibus, secure electronic file transfer data collections and BAAS schedule of approved collections published on the HSCIC website to be found at <a href="http://www.hscic.gov.uk/article/5073/Central-Register-of-Collections">http://www.hscic.gov.uk/article/5073/Central-Register-of-Collections</a> where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
<b>National Requirements Reported Locally</b>			
1. Activity and Finance Report	Quarterly	Software system format	Within 10 working days of the following month
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Quarterly or Monthly as detailed in Schedule 4C		Within 10 working days of the following month
3. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Quarterly		Within 10 working days of the following month
4. Summary report of all incidents requiring reporting	Monthly		Within 10 working days of the following month
5. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 ( <i>Staff</i> )	6 monthly (or more frequently if and as required by the Co-ordinating Commissioner from		Within 10 working days of the following month

Think Pharmacy – Pharmacy Name

	time to time)		
<b>Local Requirements Reported Locally</b>			
See Schedule 4C for reporting requirements.			

## SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

### C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents	
<b>Commissioner Policy:</b> Serious Incident Policy	 Schedule 6 Part C - WCCG Serious Incidei
<b>Provider Policy:</b> <b>Serious Incident Policy</b>	

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

**F. Provider Data Processing Agreement**

**Not Applicable**

## **SCHEDULE 7 – PENSIONS**

**Not Applicable**

## SCHEDULE 8 – TUPE\*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
  - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
  - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
  - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
  - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
  - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
  - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
  - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
  - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
  - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

**COSOP** means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187

*\*Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*