

Dated _____ 2015

(1) Cambridgeshire Community Service("0-5 Service Provider")

and

(2) National Health Service Commissioning Board("NHS England")

and

(3) Cambridgeshire County Council("Local Authority")

DEED OF NOVATION OF CONTRACT FOR THE PROVISION OF 0-5 SERVICES

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THIS DEED is made the day of 2015

BETWEEN:

(1) Cambridgeshire Community Service of Chesterton Medical Centre, 35 Union Lane, Cambridge CB4 1PX ("**0-5 Service Provider**");

(2) NATIONAL HEALTH SERVICE COMMISSIONING BOARD of Quarry House, Quarry Hill, Leeds, LS2 7UE ("**NHS England**");

(3) Cambridgeshire County Council of Shire Hall, Castle Hill, Cambridge CB3 0AP ("**Local Authority**").

BACKGROUND:

(A) The 0-5 Service Provider and NHS England are party to a contract for the provision by the 0-5 Service Provider of public health services for 0-5 year olds ("0-5 Services") dated 1st October 2015 (the "Contract") a copy of which is annexed to this Deed.

(B) As from 1 October 2015, the commissioning responsibilities in relation to 0-5 Services will transfer to local authorities. As a result, NHS England wishes to transfer its rights and obligations under the Contract to the Local Authority as from 1 October 2015 (the "Effective Date").

AGREED TERMS:

1. NOVATION

- 1.1. With effect from the Effective Date, NHS England transfers all its rights and obligations under the Contract to the Local Authority. The Local Authority shall enjoy all the rights and benefits of NHS England under the Contract, and all references to NHS England in the Contract shall be read and construed as references to the Local Authority.
- 1.2. The Local Authority agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of NHS England.
- 1.3. The 0-5 Service Provider agrees to perform the Contract and be bound by its terms in every way as if the Local Authority were the original party to it in place of NHS England.

2. RELEASE OF OBLIGATIONS AND LIABILITIES

- 2.1. The 0-5 Service Provider and NHS England release each other from all future obligations to the other under the Contract.
- 2.2. Nothing in this Deed shall affect or prejudice any claim or demand that the 0-5 Service Provider or NHS England may have against the other under or in connection with the Contract arising before the Effective Date.

3. INDEMNITY

- 3.1. The Local Authority shall indemnify NHS England against all liabilities, costs, expenses, damages and losses that NHS England suffers or incurs under or in connection with the Contract as a result of the Local Authority's failure to perform or satisfy its assumed obligations under the Contract from the Effective Date.

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- 3.2. NHS England shall indemnify the Local Authority against all liabilities, costs, expenses, damages and losses that the Local Authority suffers or incurs under or in connection with the Contract as a result of NHS England's failure to perform or satisfy its obligations under the Contract before the Effective Date.

4. GOVERNING LAW

- 4.1. This deed 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 law of England and Wales.

5. JURISDICTION

- 5.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNATURE PAGE

Executed as a deed by **Cambridgeshire Community Service** acting by **[INSERT NAME OF FIRST DIRECTOR]**, a director and **[INSERT NAME OF SECOND DIRECTOR/SECRETARY]**, **[a director OR its secretary]**.

SIGNED by

Director

for and on behalf of the **Cambridgeshire Community Service** (Signature)

SIGNED by

[Director OR Secretary]

for and on behalf of the **Cambridgeshire Community Service** (Signature)

Executed as a deed by affixing the common seal of NHS COMMISSIONING BOARD in the presence of:

[COMMON SEAL]

.....

[SIGNATURE OF DIRECTOR]

Director

.....

[SIGNATURE OF DIRECTOR]

Director

.....

Executed as a deed by affixing the common seal of CAMBRIDGESHIRE COUNTY COUNCIL in the presence of:	
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..... SOLICITOR	
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