

THIS ADDENDUM (the “Addendum”) is dated the [XX] day of [XXXXX] 2025.

PARTIES

- (1) **HEALTH SERVICE EXECUTIVE**, a statutory body, having its principal headquarters at Oak House, Lime Tree Avenue, Millennium Park, Naas, Co. Kildare, details in respect of which are set out in Part A of Section 1 of the HPSR (Contact Details) or any successor body (the “**Executive**”);
- (2) **THE PERSONS WHOSE DETAILS ARE SET OUT IN THE SCHEDULE TO THIS ADDENDUM** (each a “**Provider**” in respect of its respective Arrangement and each a “**Consortium Member**” to the extent and for the purposes set out in this Addendum); and
- (3) **THE CONSORTIUM MEMBER WHO IS IDENTIFIED AS THE “CONSORTIUM LEAD” IN THE SCHEDULE TO THIS ADDENDUM** (the “**Consortium Lead**”).

(each a “**Party**”, together the “**Parties**”).

RECITALS

- (A) Each Provider is an Approved Provider under the Scheme and, accordingly, is party to an Arrangement with the Executive in respect of the Services with effect from the Commencement Date.
- (B) The Providers formed the Consortium for the purpose of the Scheme in respect of the Consortium Lots, each of the Providers is a Consortium Member in respect of the Consortium Lots and the Consortium Members have collectively appointed the Consortium Lead to act as Consortium Lead for the purpose of the Scheme and the Arrangements in respect of the Consortium Lots.
- (C) Certain Providers are also Approved Providers for the purpose of providing the Services in Other Lot(s) in their capacity as an individual Provider (and not as Consortium Members).
- (D) The Agreed Amendments are required to be made to Part I of the Arrangement:-
 - (i) in order to more accurately reflect the manner in which Services are provided and Funding is paid under the Scheme and other matters relating to the Scheme;
 - (ii) in order to reflect certain matters relevant to the status of each Provider as a Consortium Member;
 - (iii) in order to clarify certain distinctions with regard to (I) the terms applicable to the provision of Services by a Provider under its Arrangement in its capacity as a Consortium Member in Consortium Lots and the related terms applicable to Other Consortium Members in respect of such Arrangement and (II) the terms applicable to the provision of Services by a Provider under its Arrangement in a stand-alone capacity in Other Lots

and the Parties have agreed to enter into this Addendum in order to give effect to the Agreed Amendments.

- (E) In respect of each Arrangement to which this Addendum applies:
 - (i) the Party which is the Provider under an Arrangement is party to this Addendum in respect of that Arrangement in that capacity and with regard to all Services provided in respect of all Lots (including the Consortium Lots and Other Lots) under that Arrangement; and

- (ii) each other Party (other than the Executive and the Party which is the Provider under such Arrangement) is party to this Addendum in respect of such Arrangement in its capacity as an Other Consortium Member (and/or where applicable, Consortium Lead) in respect of such Arrangement solely with regard to Services provided by the Provider under such Arrangement in Consortium Lots (and not in respect of Services provided by that Provider under that Arrangement in Other Lots) and solely to the extent set out at Clause 4 of this Addendum.

TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms used in this Addendum and not expressly defined in this Addendum have the meaning ascribed to such terms in Part I or, where not defined in this Addendum or Part I, have the definitions ascribed to them in the HPSR Definitions Section.
- 1.2 The following terms shall have the following meanings in this Addendum (and in each Arrangement):
 - 1.2.1 **“2024 Extension”** means the extension of the term of the previous service arrangements entered into between the Executive and Approved Providers under the Scheme from 14 August 2024 to 31 August 2025 pursuant to and on the terms of a Contract Change Note (CCN) issued by the Executive on 12 July 2024 provided that, for the avoidance of doubt, such previous service arrangements and the 2024 Extension will be superseded and replaced by the Arrangements with effect from the Effective Date;
 - 1.2.2 **“2025 Contract Renewal”** in respect of a Provider, means the contract renewal offer (HSE 26435) in respect of the Scheme issued by the Executive and accepted by the Provider and which provides for contract renewal via the entry by the Provider and the Executive into an Arrangement on the terms of the contract renewal offer and this Arrangement for the period 1 September 2025 to 31 December 2026;
 - 1.2.3 **“Addendum”** means this addendum to Part I;
 - 1.2.4 **“Agreed Amendments”** in respect of an Arrangement, means the amendments to Part I set out in this Addendum;
 - 1.2.5 **“Application Process”** means the process undertaken by the Executive via eTenders pursuant to which Approved Providers are selected to participate in the Scheme;
 - 1.2.6 **“Approved Provider”** means a service provider approved by the Executive to provide HSS under the Scheme;
 - 1.2.7 **“Arrangement”** in respect of a Provider, means the service arrangement between the Executive and that Provider comprising Part I (including its Schedules and this Addendum) and all HPSRs relating to Consortium Lots and Other Lots relating to that Arrangement, together with any amendments thereto agreed in writing between the Parties (or, where applicable, notified to the Provider pursuant to clauses 38.10(b)-(c) of Part I) and, to the extent provided for in Part I (including its Schedules and this Addendum) and the HPSRs and subject always to clauses 1.4 and 38.9 of Part I and Clause 5.2 of this Addendum, the Scheme Documentation shall be regarded as forming part of the Arrangement;
 - 1.2.8 **“Arrangements”** means, collectively, the Arrangements between the Executive and each of the Consortium Members;

- 1.2.9 **“Consortium”** means the consortium established for the purpose of the Scheme in respect of the Consortium Lots as provided for at Section 5 of the ITP in respect of which each Party (other than the Executive) is a Consortium Member and the name of which is set out in the Schedule to this Addendum;
- 1.2.10 **“Consortium Lead”** means the Approved Provider (being a Consortium Member) identified in the Schedule to this Addendum (or any replacement Consortium Lead which may be appointed from time to time, with the prior written consent of the Executive, in accordance with Clause 4.1.6 of this Addendum) which has assumed full responsibility for delivery of the service arrangements entered into by all Consortium Members, including in respect of the Provider, the Arrangement, in accordance with Section 5 of the ITP and which, at the Commencement Date, is as specified at Section 1, Part C (I) of the HPSR;
- 1.2.11 **“Consortium Lots”** in respect of a Provider means such Lot(s) as are specified in the Geographic Service Provision Intent section of the 2025 Contract Renewal submitted by such Provider in respect of which the Provider applied to provide Services in its capacity as a Consortium Member;
- 1.2.12 **“Consortium Member”** means an Approved Provider which is a member of the Consortium and **“Consortium Members”** shall be construed accordingly, details of all Consortium Members being set out in the Schedule to this Addendum;
- 1.2.13 **“HPSR Definitions Section”** means paragraph 6 of the ‘Status of Part II (Healthcare Provider Specific Requirements)’ section of the HPSR;
- 1.2.14 **“HPSR”** in respect of an Arrangement, means each applicable Healthcare Provider Specific Requirements forming Part II of that Arrangement;
- 1.2.15 **“HSE Standard Terms”** means the HSE Standard Terms for Services and Supplies as same may be amended by the Executive from time to time’;
- 1.2.16 **“HSS Guidelines”** has the meaning provided to such term in the HPSR Definitions Section;
- 1.2.17 **“HSS”** as the meaning ascribed to such term in the HPSR Definitions Section;
- 1.2.18 **“Other Consortium Members”** in respect of an Arrangement mean the Consortium Members excluding the Consortium Member which is the Provider under that Arrangement;
- 1.2.19 **“Other Lots”** in respect of a Provider means such Lot(s) as are specified in the Geographic Service Provision Intent section of the 2025 Contract Renewal submitted by such Provider in respect of which the Provider applied to provide Services in its capacity as an individual Provider (and not a Consortium Member);
- 1.2.20 **“ITP”** means the invitation to participate in a tender procedure under Annex XIV of Directive 2014/24 and an authorisation scheme for the provision of HSS as issued by the Executive via eTenders periodically and, in respect of each Provider, refers to the specific ITP issued as part of the Application Process in response to which such Provider’s Response Documents were submitted to the Executive and on foot of which it was accepted as an Approved Provider;
- 1.2.21 **“Lots”** means the twenty (20) geographic areas identified across twenty (20) IHAs within which Approved Providers participating in the Scheme provide HSS as part of the Scheme and when used in reference to a Provider means those Lots (whether Consortium Lots or Other Lots) in respect of which the Provider has been appointed as an Approved Provider for the purpose of the Scheme and this Arrangement being those Lots specified in the Geographic Service Provision Intent section of the 2025 Contract Renewal submitted by the Provider;

- 1.2.22 **“Part I”** in respect of an Arrangement, means Part I of the Arrangement;
- 1.2.23 **“Provider”** in respect of an Arrangement, means the person (being an Approved Provider) who is identified as the Provider in Part I of that Arrangement;
- 1.2.24 **“Rates”** in respect of an Arrangement, means the rates on the basis of which the Funding will be paid to the Provider pursuant to that Arrangement, being the rates to be paid by the Executive for the Services in accordance with and which are set out in paragraph B (Rate Details) of Section 2 (Funding Particulars) of the HPSR, subject to any adjustment on foot of any rates review which may occur in the course of the Duration of the Arrangement (if any) as provided for at paragraph B (Rate Details) of Section 2 (Funding Particulars) of the HPSR;
- 1.2.25 **“Response Documents”** in respect of a Provider, means the service response document and the compliance response document submitted by the Provider as part of the Application Process together with any related clarifications issued by the Executive via the eTenders website in response to clarification requests as part of the Application Process;
- 1.2.26 **“Service Specifications”** has the meaning provided to such term in the HPSR Definitions Section;
- 1.2.27 **“Services”** in respect of a Provider, means the HSS to the extent delivered by such Provider under its Arrangement as provided for at Section 3 of the HPSR (Service Delivery Specification);
- 1.2.28 **“Scheme”** means the Services for Older People Home Support Authorisation Scheme (published as Round 1 (HSE 19479), Round 2 (HSE 22261), the 2024 Extension (HSE 24524) and the 2025 Contract Renewal (HSE 26435) pursuant to which a panel of Approved Providers was selected from whom the Executive may request HSS in accordance with the terms of this Arrangement;
- 1.2.29 **“Scheme Documentation”** means:
- (a) the Competition Rules;
 - (b) the ITP;
 - (c) the Response Documents;
 - (d) the Service Specifications;
 - (e) the SOP;
 - (f) the HSS Guidelines;
 - (g) the 2024 Extension; and
 - (h) the 2025 Contract Renewal;
- 1.2.30 **“SOP”** has the meaning provided to such term in the HPSR Definitions Section.
- 1.3 Clauses 1.2 to 1.6 of Part I (Interpretation) shall apply to this Addendum.
- 1.4 For the avoidance of doubt, in respect of each Arrangement to which this Addendum applies:
- 1.4.1 the Party which is the Provider under its respective Arrangement is bound by the entirety of this Addendum in respect of that Arrangement and this Addendum applies both to Services provided by the Provider in Consortium Lots and Other Lots under that Arrangement); and
 - 1.4.2 the Parties which are Other Consortium Members in respect of an Arrangement are bound by this Addendum in respect of any such Arrangement to the extent provided in Clause 4 and, subject to Clause 4.1.4, in respect of Services provided in Consortium Lots only.

2. AGREED AMENDMENTS TO PART I

- 2.1 In respect of the Arrangements and in accordance with clause 38.6(c) of Part I of each Arrangement, with effect from the Commencement Date and for the Duration of the Arrangement:
- 2.1.1 the terms of Part I are deemed to be amended and supplemented to reflect the Agreed Amendments as set out in this Addendum; and
- 2.1.2 references to Part I or to any provision or schedule of it shall be to Part I as amended and supplemented by this Addendum; and
- 2.1.3 the term “Arrangement” shall be as defined at paragraph 1.2.7 above.
- 2.1.4 The introduction to the Arrangement Structure section of Part I and Note 1 - Part I of that section shall be deemed amended to incorporate reference to this Addendum into the references to Part I;
- 2.1.5 Note 2 – Part II – HPSR of the Arrangement Structure section of Part I shall be deemed amended to reflect the fact that, in respect of each Arrangement, the HPSRs shall not be renewed annually but shall be effective as of the Commencement Date and shall remain in force for the Duration of the Arrangement (provided that this is without prejudice to any new HPSR which may be entered into in the context of an Extension or on foot of a Contract Change Note (CCN) entered into in accordance with the terms of Part I);
- 2.1.6 The first line of page 6 of Part I (directly beneath the heading Service Arrangement – Part I) shall be amended as follows:
- (a) by deletion of the words “*commencing on 01/01/2025 (the “Commencement Date”)*” and their replacement with the words “***commencing on 01/09/2025 (the “Commencement Date”)***”; and
- (b) by insertion of the words “***, subject to any Extension***” immediately before “(Expiration Date)”.
- 2.1.7 Clause 1.1 of Part I (Definitions) shall be deemed amended as follows:
- (a) to the extent necessary to incorporate any term not originally defined in clause 1.1 of Part I but which is defined in this Addendum (including Clause 1.2 or this Clause 2.1.7 of this Addendum) and to replace any definition of a defined term which has been ascribed a revised definition in this Addendum with that revised definition;
- (b) to amend the definition of “***Catchment Area***” to insert the words “***being, in respect of the Provider, the Lots***” at the end of that definition;
- (c) to incorporate specific reference to the Service Specifications, the SOP and the HSS Guidelines into the definition of “***Codes of Practice***”;
- (d) to amend the definition of “***Duration of this Arrangement***” to replace the words “*provided always that the details of the HPSRs shall be agreed annually by the parties or at such other time as notified by the Executive*” with the words “***provided always that the details of the HPSRs shall be agreed at such times as notified by the Executive***”;
- (e) to amend the definition of “***Expiration Date***” to be “***31 December 2026 or, in the event that an Extension applies, 31 December 2027***”;

- (f) to insert a new defined term ***“Extension”*** immediately below the definition of ‘Expiration Date’ as follows: ***“the period by which this Arrangement may be extended by the Executive, at its absolute discretion (and with no obligation to do so), by notice to the Provider, being a period of twelve (12) months commencing on 1 January 2027 and ending on 31 December 2027”***;
 - (g) to amend the definition of ***“Healthcare Provider Specific Requirements”*** to remove the words ***“on an annual basis”***;
 - (h) to insert a new defined term ***“Notification of Change”*** directly beneath the definition of ‘Notifiable Incident’ as follows: ***“the notification of change form issued by the Executive from time to time in respect of the Scheme and which is available on the website of the Executive at <https://www.hse.ie/eng/services/list/4/olderpeople/service-arrangement-documents.html>”***.
- 2.1.8 Clause 1.4 of Part I shall be amended to include the words ***“(as amended by the Addendum)”*** immediately following the words ‘Part I of this Arrangement’.
- 2.1.9 Clause 2.3 of Part I shall be amended by the addition of a new clause 2.3(f)(I) as follows: ***“(f)(I): provide the Services in accordance with the Service Specification, the SOP and the HSS Guidelines”***;
- 2.1.10 Clause 4.1 (Funding) of Part I shall be amended to replace the words ***“shall not exceed the amount specified in paragraph A (Funding Details > Total Payments) of Section 2 (Funding Particulars) of the HPSR (the “Funding”)”*** with the following words ***“shall be as provided for at paragraph A (Funding Details > Total Payments) of Section 2 (Funding Particulars) of the HPSR and shall not exceed the Rates (the “Funding”)”***;
- 2.1.11 Clauses 4.4 and 4.5 of Part I are acknowledged and agreed by the Parties as not applicable to the Services and the Arrangements;
- 2.1.12 The Provider acknowledges and agrees that the Provider has been appointed as an Approved Provider in respect of the Scheme and this Arrangement on the basis that it can immediately and at all times during Duration of the Term provide the Services in the Lots and accordingly, without prejudice to the Executive’s other entitlements under clause 14 of Part I (Performance Issues), in the event of a Non-Compliance (or potential Non-Compliance) (including Non-Compliances which relates to failure to respond to requests for Services either at all or within agreed response times in accordance with the SOP or failure to deliver Services), the Executive may, at its discretion, exercise its entitlements under clause 14 and, and, where such a Non-Compliance whether identified in a First Performance Notice or a Second Performance Notice has not been addressed to its satisfaction, if it believes such action to be necessary to address such Non-Compliance and without prejudice to the entitlement of the Executive under clause 14.3 of Part I to require the Provider to take any other action it believes necessary to address a Non-Compliance, the Executive may:
- (a) cease to provide instructions with regard to new Service Users to the Provider for a specified period or until the Executive is satisfied that the Services will in future be provided by the Provider in accordance with the terms of the Arrangements; and/or
 - (b) remove existing Service Users from the Provider;
- 2.1.13 Clause 20 (Reorganisation or Restructuring) of Part I shall be amended by the insertion of a new clause 20.9 as follows:

“Without prejudice and in addition to the entitlements of the Executive and obligations of the Provider under the foregoing provisions of this Clause 20 in respect of a Re-Organisation or Restructuring, the Provider shall provide any notifications (and related information) required by the Executive to be submitted by the Provider with regard to changes to the Provider entity and related particulars and other matters (including Re-Organisations and Restructurings) in accordance with the Notification of Change (in compliance with the obligations as to timing and information to be provided contained in the Notification of Change) and shall otherwise comply with the requirements of the Notification of Change. For avoidance of doubt, the Executive’s consideration of any notification submitted in accordance with the Notification of Change will in all cases be limited to the impact of the relevant matter, event or transaction on the operation of the Arrangement and whether it will or may adversely affect the Services or the operation of this Arrangement. Nothing in the Notification of Change shall absolve the Provider from complying with its obligations under Clause 20.1 to 20.8 above with regard to a Re-Organisation or Restructuring.”

2.1.14 Clause 35 (Termination or Expiry) of Part I shall be amended as follows:

- (a) to delete the reference to “by giving 12 months’ written notice (or such lesser written notice period as may be agreed) to the other party” at clause 35.3 and replace it with **“by giving 4 months’ written notice (or such alternative written notice period as may be agreed) to the other party”**.
- (b) such that the reference at clause 35.5 (Executive termination right in order to conduct a public procurement in respect of services which may include all or part of the Services) to “twelve (12) months” be deleted and replaced with a reference to **“eight (8) months”**;
- (c) to insert a new clause 35.12 as follows:

“Without prejudice to the rights of the Executive in respect of termination elsewhere in this Clause 35, the Executive may terminate this Arrangement on the giving of reasonable notice to the Provider if considered necessary by the Executive in the event of the passage, commencement or coming into effect of any new legislation, policy or standards applicable to HSS (including the Services) and/or a statutory Home Support Scheme.”

3. AGREED AMENDMENTS TO PART I RELATING TO IMPACT OF REGULATORY CHANGE

3.1 For the purpose of the Arrangement, the following shall apply:-

3.1.1 the Parties acknowledge that the Department of Health is currently engaged in the development of legislation providing for the regulation of HSS and further legislation is expected in relation to the establishment of a statutory Home Support Scheme. It is expected that, once in force, these legislative processes will impact this Arrangement and impose new statutory and regulatory obligations on the Provider;

3.1.2 in the event of the coming into effect of any new legislation, policy, standards, guidelines or requirements (howsoever described) applicable to the Services or the Funding or the establishment of a statutory Home Support Scheme in the course of the Duration of this Arrangement, then the Provider shall be bound by that new legislation and the definition of Codes of Practice shall be deemed to incorporate any such policy, standards, guidelines or requirements (howsoever described) and, insofar as any term of this Arrangement may conflict with (or impose a lower standard than) any provision of such new legislation, policy, standards, guidelines or requirements, then the new legislation, policy, standards, guidelines or requirements will apply, save to the extent to which this Arrangement imposes a higher policy, standard, guideline,

requirement or related obligation on the Provider, and in such case that higher policy, standard, guideline, requirement or related obligation set out in this Arrangement will continue to apply;

- 3.1.3 without prejudice to the broader provisions of clauses 38.6 and 38.10 of Part I with regard to amendments to the Arrangement, the Executive reserves the right to exercise its entitlement under clause 38.10(b) of Part I to amend the Arrangement if necessary in order to reflect, align with, facilitate or comply (or provide for compliance by Providers) with any new legislation, policy or standards or the introduction of a statutory Home Support Scheme;
- 3.2 the Executive shall be entitled to terminate the Arrangement in the circumstances set out at clause 35.12 of the Arrangement (inserted by Clause 2.1.14(c) of this Addendum).

4. AGREED AMENDMENTS RELATING TO CONSORTIUM

- 4.1 Each Provider in its capacity as a Consortium Member (and the Consortium Lead in that capacity) by signing this Addendum hereby irrevocably and unconditionally agrees that the following shall apply in respect of the Consortium and Part I of the Arrangement of each Consortium Member (and, to the extent necessary to give effect to these provisions, any HPSR in respect of a Consortium Lot forming part of the Arrangement of a Consortium Member) shall be deemed to be amended as necessary to provide for and give effect to the following:
 - 4.1.1 without prejudice to the obligations of each Consortium Member pursuant to its Arrangement or to Clause 4.1.2 below, neither of which shall be affected by this Clause 4.1.1, the Consortium Lead accepts full responsibility for the delivery of the Services in the Consortium Lot(s) by the Consortium pursuant to the Arrangements;
 - 4.1.2 each Consortium Member, in addition to its liability pursuant to or in connection with its own Arrangement (under which it is the Provider), shall, with effect from the Commencement Date, be jointly and severally liable as an Other Consortium Member for the obligations of each other Consortium Member under and in connection with each of their respective Arrangements, including with regard to the provision of Services by each such Consortium Member in that Consortium Member's capacity as a Provider under its respective Arrangement in such Lots as are Consortium Lots under that Consortium Member's Arrangement (the "**Obligations**") provided that nothing in this Addendum shall impose liability on any Other Consortium Member in respect of Services provided by a Consortium Member as Provider under the latter Consortium Member's Arrangement to the extent that those Services are provided by that Provider in Other Lots.
 - 4.1.3 where there is a failure by any Consortium Member to satisfy its Obligations as a Provider under its Arrangement (in whole or in part) in respect of Services provided in any Consortium Lot(s) under that Arrangement to the satisfaction of the Executive, the Executive may require any Other Consortium Member(s) to satisfy those Obligations in respect of Services provided in any Consortium Lot(s) under such other Consortium Member(s)' Arrangement and, solely for this purpose (but not in any other context), the reference to "Services" under the Arrangement of any such Consortium Member(s) shall be deemed to include such of the Obligations of the defaulting Consortium Member as the Executive shall require that Consortium Member to satisfy;
 - 4.1.4 without prejudice to the Executive's other entitlements under clause 14 of Part I (Performance Issues):
 - (a) in the event of a Non-Compliance (or potential Non-Compliance) which involves shared functions in respect of a Consortium (for example, shared clinical governance or operational management functions), the Executive shall, at its discretion, if it believes such action to be necessary, be entitled to:

- (i) use the procedure at clause 14 of Part I in respect of any Consortium Member involved in or affected by such Non-Compliance (or potential Non-Compliance) and/or the Consortium Lead;
 - (ii) take any action which it is entitled to take under clause 14.3 of Part I (Possible Actions where Provider has not addressed a Non-Compliance) (as amended by Clause 2.1.12 of this Addendum) where a Non-Compliance identified in a First Performance Notice or a Second Performance Notice has not been addressed to its satisfaction in respect of any Consortium Member involved in or affected by such Non-Compliance and/or the Consortium Lead;
 - (iii) require a Consortium Member to perform the Obligations of another Consortium Member where the latter Consortium Member is in Non-Compliance in respect of some or all of the Obligations;
- 4.1.5 Each Consortium Member will take any action required by the Executive for the purpose of clause 36.4 of Part I (Consequences of Termination) on termination of an Arrangement with regard to any Other Consortium Member.
- 4.1.6 For avoidance of doubt, the only changes permitted to a Consortium during the Duration of this Arrangement are as follows, in each case subject to the prior written consent of the Executive having been obtained by the Consortium Lead and the new or exiting Consortium Member (as applicable):
 - (a) an Approved Provider who is party to an Arrangement may join the Consortium in which case the Consortium Lead shall procure that the Consortium Members (including the new Consortium Member) shall, as required by the Executive, either sign a deed of adherence to this Addendum or a replacement Addendum in such form as the Executive shall require and shall provide any other information or sign any other document which the Executive shall require in order for the change of membership of the Consortium to become effective;
 - (b) an existing Consortium Member may exit the Consortium in which case, if the exiting Consortium Member continues to be a Provider, the provisions of this Addendum shall continue to apply to such Provider in respect of Services provided in Other Lots under its Arrangement but excluding those provisions relating to the Consortium (provided that this is without prejudice to any liability of the Provider as a Consortium Member accrued prior to its exit from the Consortium);
 - (c) the Consortium Member who is appointed as Consortium Lead may be replaced in that role by another Consortium Member.
- 4.1.7 each Consortium Member (and the Consortium Lead in that capacity), acknowledges and accepts that the Executive is entitled to exercise and rely on its entitlements vis-à-vis each Consortium Member under its Arrangement with each Consortium Member in order to give effect to its entitlements and to enforce the obligations of the Consortium Members (and the Consortium Lead) under this Clause 4;
- 4.1.8 each Consortium Member agrees that it is bound by the provisions of this Clause 4 for the Duration of the Term regardless of any other provision of its Arrangement or the Arrangement of any Other Consortium Member, that it will be deemed to be a party to the Arrangement of each Other Consortium Member solely to the extent necessary to give effect to this Clause 4 and that

it will not interpret or attempt to interpret any provision of any Arrangement in a manner which would prevent the Executive from giving effect to this Clause 4.

5. MISCELLANEOUS

5.1 General:

- 5.1.1 The general provisions at clause 38 of Part I shall, with effect from the Commencement Date, apply equally to this Addendum other than as expressly varied or supplemented in this Addendum.

5.2 Conflict:

- 5.2.1 In the event of any conflict between Part I and the terms of this Addendum with respect to the subject-matter of this Addendum, this Addendum shall prevail.

- 5.2.2 For avoidance of doubt, in the event of a conflict between any of the following in respect of the subject-matter of the Arrangement, the following order of priority shall apply:

- (a) subject to Clause 5.2.1 above, Part I (as amended by this Addendum);
- (b) the HPSRs forming part of the Arrangement;
- (c) the 2025 Contract Renewal;
- (d) the ITP and any clarifications issued by the Executive via the eTenders website in response to clarification requests as part of the Application Process;
- (e) the Response Documents; and
- (f) the HSE Standard Terms

and the Arrangement shall not be interpreted by any of the Parties in a manner contrary to this Clause 5.2.

IN WITNESS WHEREOF this Addendum is executed by the Parties as follows:

SCHEDULE – Consortium Details

Consortium Name:	
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Consortium Lead*:	
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**Insert company name (and if the company has a trading name, also insert trading name in brackets beside company name).
If not a company, insert full name of organisation.*

Consortium Members		
#	Insert Consortium Member Name below **	Insert Consortium Member Registered Number below***
1.		
2.		
3.		
4.		
5.		
6.		

***For each Consortium Member, insert company name (and if the company has a trading name, also insert trading name in brackets beside company name). If not a company, insert full name of organisation.*

**** For each Consortium Member which is a company.*

Signed by
for and on behalf of the
CONSORTIUM LEAD:

Signature:

Print Name:

Title:

Date:

[REST OF PAGE DELIBERATELY BLANK. CONSORTIUM MEMBERS & HSE SIGNING PAGES OVERLEAF]

Signed by
for and on behalf of:

Signature:

Print Name:

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title:

Date:

Signed by
for and on behalf of:

Signature:

Print Name:

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title:

Date:

Signed by
for and on behalf of:

Signature:

Print Name:

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title:

Date:

Signed by
for and on behalf of:

Signature:

Print Name:

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title:

Date:

Signed by _____
for and on behalf of: _____

Signature: _____

Print Name: _____

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title: _____

Date: _____

Signed by _____
for and on behalf of: _____

Signature: _____

Print Name: _____

as a **Provider** in respect of its Arrangement and
as a **Consortium Member** for the purposes set
out in this Addendum.

Title: _____

Date: _____

[EXECUTIVE SIGNING PAGE OVERLEAF]

Signed by _____
for and on behalf of the _____
HEALTH SERVICE EXECUTIVE:

Signature:

Print Name:

Title:

Date:
