

corporation or other body corporate, wherever and however incorporated or established;

- (c) references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (d) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (e) any reference to a “**day**” or a “**Business Day**” shall mean a period of twenty-four (24) hours running from midnight to midnight except in Clause 33 (Notices) where it means a weekday (excluding a Saturday, Sunday or any public or bank holiday);
- (f) references to times are to times in Ireland;
- (g) references to a “**month**” shall mean a calendar month;
- (h) a reference to any other document referred to in this Arrangement is a reference to that other document as amended, varied, novated or supplemented at any time;
- (i) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or other similar expression shall be construed as illustrative and shall not limit the sense or meaning of the words preceding those terms;
- (j) references to the singular include the plural and vice versa;
- (k) references to the masculine include the feminine and vice versa; and
- (l) the Interpretation Act 2005 applies to this Arrangement in the same way as it applies to an enactment.

1.3 All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Arrangement.

1.4 In the event of any conflict between Part 1 of this Arrangement and the Schedules to this Arrangement, Part 1 of this Arrangement shall prevail, unless explicitly stated otherwise.

2. TC "2 Appointment and Principles" \11 **Appointment and Principles**

2.1 The Executive hereby appoints the Provider to provide the Services subject to the terms and conditions of this Arrangement, and the Provider hereby accepts such appointment. For the avoidance of doubt, the parties agree that the Funding is payable for the provision of the Services and the extent of the Services to be provided shall be specified in Schedule 3 (Service Delivery Specification).

2.2 The Provider hereby agrees, within the Funding, to support, implement and advance any such change and modernisation of health and personal social services, as required by the Executive, in line with Government policy over the course of the Duration of this Arrangement.

2.3 As a condition to the provision of the Funding and in accordance with the terms of this Arrangement, the parties agree that in carrying out their respective obligations under this Arrangement, they shall endeavour, within the agreed Funding and without prejudice to any statutory rights or obligations of the Executive, to:

- (a) develop and deliver the Services to a high quality and standard and in line with national health strategy, including the implementation of “Healthy Ireland - A Framework for Improved Health and Wellbeing 2013-2025”;
- (b) seek to respond to the assessed needs of Service Users and to improve accessibility to the Services;
- (c) pursue, where possible, a collaborative approach with other voluntary, community and statutory service providers and agencies;
- (d) pursue the development of processes that enable local communities and Service Users to be involved in decision-making in the planning and delivery of the Services;
- (e) demonstrate their commitment to the principle of accountability, as set out in this Arrangement, in relation to the management of public funds and public trust in terms of systems of controls, record keeping, monitoring and evaluation;
- (f) comply with the Codes of Practice with a view to continuous quality improvement;
- (g) recognise the importance of providing Person Centred, needs-led services which reflect best practice and are responsive to Service Users;
- (h) recognise the need to provide the Services in a cost efficient manner;
- (i) comply with the government decision in relation to procurement which mandates “Health” to act as one voice to the market, and recognise and cooperate with the Executive’s shared services in this regard;
- (j) protect, recognise and acknowledge any proprietary interest of the Executive, the State or any other statutory body in all property, whether real or personal, used in relation to or in connection with the Services; and
- (k) maintain the best standards of business ethics to include taking all reasonable steps to prevent their employees or agents from making, receiving, providing or offering gifts of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to this Arrangement or for showing or forbearing to show favour or disfavour to any person in relation to this Arrangement or for the purpose of influencing individuals, firms or bodies corporate to act contrary to both parties’ interests.

2.4 The parties agree that, unless the context otherwise requires, the requirements, requests and obligations arising from this Arrangement are limited to and applicable only in respect of the Services and Funding provided pursuant to this Arrangement.

2.5 (a) The Executive reserves all of its statutory powers, discretion and rights in respect of the management and delivery of health and personal social services and may carry out strategic reviews of the provision of such services from time to time.

(b) For the avoidance of doubt and except as specifically agreed in writing from time to time in accordance with the Schedules to this Arrangement, the Executive makes no commitment, provides no warranty, representation, or guarantee to the Provider as to:

(i) the nature, continuation or amount (if any) of services to be provided under this Arrangement; nor

(ii) the proportion or mix of services which may be required from time to time; nor