

(1) CAMBRIDGESHIRE COUNTY COUNCIL

(2) []

SERVICE AGREEMENT relating to

the provision of community pharmacy services



THIS AGREEMENT is dated [DATE]

PARTIES

- (1) **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB3 0AP (**Authority**).
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Service Provider**).

BACKGROUND

- (A) The Authority sought tenders for the provision of Community Pharmacy services in accordance with the Dynamic Purchasing System established on [] (“DPS”) to comply with Section 2B of the National Health Act 2006, Section 12 of the Health and Social Care Act 2012 and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013.
- (B) The Service Provider is appointed to the DPS and has submitted a tender to the Authority for the supply of those services and in accordance with the procedure set out in the DPS, the Authority has accepted the Service Provider’s tender.
- (C) The Authority appoints the Service Provider and the Service Provider accepts the appointment to provide the services in accordance with the provisions of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Achieved Service Levels: in respect of any Service in any measurement period, the standard of performance actually achieved by the Service Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the Service Level for that Service is calculated and expressed in Schedule 2).

Applicable Law: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services.

Associated Company: any holding company from time to time of the Service Provider and any subsidiary from time to time of the Service Provider, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Authority and the Service Provider, the first such persons being set out in Schedule 5.

Authority Assets: any materials, plant or equipment owned or held by the Authority and provided by the Authority for use in providing the Services.

Authority's Premises: the premises identified in Schedule 10 and which are to be made available for use by the Service Provider for the provision of the Services on the terms set out in this agreement.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Catastrophic Failure:

(a) a failure by the Provider for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster.

(b) any action by the Provider, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority.

Change: any change to this agreement including to any of the Services.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 5.

Change in Law: any change in any Applicable Law which impacts on the performance of the Services and which comes into force after the Commencement Date.

Charges: the charges due and payable by the Authority to the Service Provider in respect of the Services in accordance with the provisions of this agreement, such charges are set out in the Service Provider's Tender at Schedule 3.

Commencement Date: the date of this agreement.

Commercially Sensitive Information: the information listed in Schedule 9 comprising the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business or which the Service Provider has indicated to the Authority that, if disclosed by the

Authority, would cause the Service Provider significant commercial disadvantage or material financial loss.

Contract Year: a period of 12 months, commencing on the Commencement Date

Daily Rate: the sum of money paid by the Authority to the Service Provider as part of the Charges for each Route as set out in the Service Provider's Tender.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: have the same meaning as set out in the GDPR.

Data Protection Legislation: the Data Protection Act 2018 (**DPA**), the General Data Protection Regulation (**GDPR**) (Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Security and protection Toolkit or DSPT: Online self-assessment tool that enables organisations to measure and publish their performance against the National Data Guardian's ten data security standards.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Data Protection Impact Assessment: an assessment by the Service Provider of the impact of the envisaged processing on the protection of Personal Data.

DBS: has the meaning given to it in clause 10.2

DBS Certificate: means a certificate from a DBS check carried out in accordance with clause 10.

DPS: has the meaning given to it in Recital (A)

Default Notice: is defined in clause **Error! Reference source not found..**

Dispute Resolution Procedure: the procedure set out in clause 13.

Environmental Information Regulations: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Extension Period: a period of one year from the end of the Initial Term.

Exit Management Plan: the plan set out in Schedule 6.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Service Provider, the Service Provider's Personnel or any other failure in the Service Provider's supply chain.

Health and Safety Policy: the health and safety policy of the Authority [and/or other relevant Central Government Body] as provided to the Provider on or before the Commencement Date and as subsequently provided to the Provider from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the fourth anniversary of the Commencement Date.

Insolvency Event: where:

(a) the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;

(b) the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of that other party;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a

company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company);

(e) the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;

(f) a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or

(h) the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

KPIs: the key performance indicators set out in Schedule 2.

Key Personnel: those personnel identified Schedule 3 for the roles attributed to such personnel, as modified pursuant to clause **Error! Reference source not found.**

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court

of law, or directives or requirements of any regulatory body with which the Provider is bound to comply;

Management Reports: the reports to be prepared and presented by the Provider in accordance with clause **Error! Reference source not found.** and Schedule 3 to include a comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service including without limitation all consents and / or licences required for Drivers or Vehicles used by the Service Provider in the discharge of its obligations under this agreement.

Payment Plan: the plan for payment of the Charges as set out in Schedule 4.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this agreement or any other contract with the Authority; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Authority.
 - (v) section 117 of the Local Government Act 1972.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality integrity availability and resilience of systems and services ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of such measures adopted by it;

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act

2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Service Provider.

Replacement Service Provider: means any third party service provider appointed by the Authority to supply any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Returning Employees: means those persons listed in a Schedule to be agreed between the parties prior to the end of the Term who it is agreed were employed by the Service Provider (and/or any sub-contractor) wholly or mainly in the Services immediately before the end of the Term

Service Commencement Date: the earliest commencement date specified for a Route Period as set out in the Specification

Service Levels: the service levels to which the Services are to be provided, as set out in Schedule 2.

Service Provider, Clinical Service Provider: the Service Provider's agents and contractors, including each Sub-Contractor.

Service Provider's Personnel: all employees, staff, other workers, agents and consultants of the Service Provider and of any Sub-Contractors who are engaged in the provision of the Services from time to time which for the avoidance of doubt shall include all Drivers and Passenger Assistants.

Service Provider's Tender: the tender submitted by the Service Provider and other associated documentation set out in 0.

Services: the services to be delivered by or on behalf of the Service Provider under this agreement, as more particularly described in the Specification

Specification: the specification at Schedule 1

Sub-Contract: any contract between the Service Provider and a third party pursuant to which the Service Provider agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors or service providers that enter into a Sub-Contract with the Service Provider.

Sub-Processor: any third party appointed to process Personal Data on behalf of the Contractor related to this agreement;

Term: shall have the meaning given in clause 2.1

Termination Date: the date of expiry or termination of this agreement.

Transferring Employees: has the meaning given in clause 11.1

Healthcare Specific Requirements: are set out in Schedule 8

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended from time to time.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's legal and personal representatives, successors and permitted assigns].
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) Schedule 1 to this agreement;
 - (c) the remaining schedules to this agreement other than 0;
 - (d) 0 to this agreement.

COMMENCEMENT AND DURATION

2. TERM

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Initial Term unless terminated earlier in accordance with the terms of this agreement.

3. CONSENTS, SERVICE PROVIDER'S WARRANTY AND DUE DILIGENCE

- 3.1 The Service Provider shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 3.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Service Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 3.3 The Service Provider acknowledges and confirms that:
- (a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority all the questions it considers to be relevant for the purpose of

establishing whether it is able to provide the Services in accordance with the terms of this agreement;

- (b) it has received all information requested by it from the Authority pursuant to clause 3.3(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
- (c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 3.3(b);
- (d) it has raised all relevant due diligence questions with the Authority before the Commencement Date; and
- (e) it has entered into this agreement in reliance on its own due diligence.

3.4 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Service Provider by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

3.5 The Service Provider:

- (a) as at the Commencement Date, warrants and represents that all information contained in the Service Provider's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
- (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Service Levels.

3.6 The Service Provider shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Service Provider in accordance with clause 3.5(b) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Authority and the Service Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Service Provider shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from

performance of certain obligations as shall be determined by the Change Control Procedure.

- 3.7 Nothing in this clause 3 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

4. EXCLUSIVITY

- 4.1. During the Term of this Agreement neither Party nor any of its Affiliates shall induce solicit or entice, or endeavour to induce, solicit or entice away from the other Party or employ any person who at any time during the Term is employed by the other Party or who is a consultant to the other Party and with whom the first Party has come into contact as a result of this Agreement or this Project. If a Party is in breach of this clause 4.1 then, without limiting any other right or remedy which the other Party may have pursuant to such breach, the Party in breach shall reimburse such other Party in respect of all charges, fees, costs and expenses reasonably paid by that Party to any recruitment agencies or other third parties in consideration of the provision by such agency or third party of recruitment services for the purpose of the recruitment of a replacement for the employee so enticed or solicited.
- 4.2. Nothing in this Agreement shall prevent the Service Commissioner from appointing or procuring the provision by a third party of any services the same as or similar to the Services.

THE SERVICES

5. SUPPLY OF SERVICES, SERVICE STANDARDS & SERVICE FAILURE

- 5.1 The Service Provider shall provide the Services to the Authority with effect from the Service Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement.
- 5.2 In the event that the Provider does not comply with the provisions of clause 5.1 in any way, the Authority may serve the Provider with a notice in writing setting out the details of the Provider's default (a **Default Notice**).
- 5.3 Without prejudice to clause 5.1, the Service Provider shall provide the Services, or procure that they are provided:
- (a) with reasonable skill and care and in accordance with the best practice prevailing in the healthcare industry from time to time;

- (b) in all respects in accordance with the provisions of this agreement and the Specification; and
 - (c) in accordance with all Applicable Laws.

- 5.4 In providing the Services, the Service Provider shall comply and ensure compliance at all times by the Service Provider's Personnel with the Healthcare Specific Requirements.

- 5.5 Without limiting the general obligation set out in clause 5.3, the Service Provider shall (and shall procure that the Service Provider's Personnel shall):
 - (a) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Service Provider shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998; and
 - (b) not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

- 5.6 The Service Provider shall provide the Authority with such information in connection with the Services and the provision thereof as the Authority may, from time to time, reasonably require both before and during the provision of the Services.

- 5.7 For the purpose of the Service, the Service Provider shall use The System as set out in schedule 13 (Service Level Agreement – License)

- 5.8 The Service Provider shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the provisions of this Agreement.

- 5.9 In the event that the Service Provider fails to comply with the provisions of this clause 5 in any way and without prejudice to any other rights or remedies the Authority may have, the Authority may suspend or terminate this agreement in accordance with the provisions of Schedule 2.

- 5.10 **INFORMATION GOVERNANCE MANAGEMENT**

- 5.11 There should be proactive use of information within the Service Provider organisation, both for patient care and service management as determined by law, statute and best practice.
- 5.12 There should be proactive use of information between the Service Provider, other NHS and partner organisations to support patient care as determined by law, statute and best practice.
- 5.13 The Service Provider will establish and maintain policies and procedures to ensure compliance with requirements contained in the Data Security and Protection Toolkit.
- 5.14 The Service Provider will annually assess its performance against the requirements set out in the NHS Data Security and Protection Toolkit. The Service Provider will report the results of its self assessment to the Department of Health in accordance with current guidance in the Data Security and Protection Toolkit.
- 5.15 The Service Provider will follow a program of continual improvement to increase the Data Security and Protection compliance in the Service Provider organisation year on year.
- 5.16 Individual members of staff will be provided with the opportunity to attend training and awareness sessions to equip them to meet their individual responsibilities in relation to the Data Security and Protection Toolkit.
- 5.17 Where appropriate the principles of information management and handling outlined in this policy are to be applied to identifiable information about the Service Provider staff as well as service users.

6. HEALTH AND SAFETY

- 6.1 The Service Provider shall promptly notify the Authority of any health and safety hazards, which may arise in connection with the performance of the agreement. The Authority shall promptly notify the Service Provider of any health and safety hazards that may exist or arise at the Authority's Premises or at any schools on any Route which may affect the Service Provider in the performance of the agreement.
- 6.2 While on the Authority's Premises, the Service Provider shall comply with any health and safety measures implemented by the Authority and other persons working on the Authority's Premises.

- 6.3 The Service Provider shall notify the Authority immediately in the event of any incident occurring in the performance of the agreement on the Authority's Premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 6.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Authority's Premises in the performance of the agreement.
- 6.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.

7. AUTHORITY'S PREMISES AND ASSETS

- 7.1 The Authority shall, subject to clause 6 and clause 10, provide the Service Provider (and its Sub-Contractors) with access to such parts of the Authority's Premises as the Service Provider reasonably requires for the purposes only of properly providing the Services.
- 7.2 The Authority shall provide the Service Provider with such accommodation and facilities in the Authority's Premises as is specified in Schedule 10 or which is otherwise agreed by the parties from time to time.
- 7.3 Subject to the requirements of clause 29 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Service Provider with such access as the Service Provider reasonably requires to the Authority's Premises to remove any of the Service Provider's equipment. All such equipment shall be promptly removed by the Service Provider.
- 7.4 The Service Provider shall ensure that:
- (a) where using the Authority's Premises and any Authority Assets they are kept properly secure and it will comply and cooperate with the Authority's Authorised Representative's reasonable directions regarding the security of the same;
 - (b) only those of the Service Provider's Personnel that are duly authorised to enter upon the Authority's Premises for the purposes of providing the Services, do so;

- (c) any Authority Assets used by the Service Provider are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority Premises unless expressly permitted under this agreement or by the Authority's Authorised Representative.

7.5 The Authority shall maintain and repair the Authority Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Service Provider or its representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Service Provider as a debt.

7.6 The Service Provider shall notify the Authority immediately on becoming aware of any damage caused by the Service Provider, its agents, employees or Sub-Contractors to any property of the Authority, to any of the Authority's Premises or to any property of any other recipient of the Services in the course of providing the Services.

CHARGES AND PAYMENT

8. PAYMENT

8.1 Except as expressly provided for in this agreement, in consideration of the provision of the Services by the Service Provider in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Service Provider.

8.2 The Service Provider shall invoice the Authority for payment of the Charges at the end of each calendar month. All invoices shall be directed to the Authority's Representative.

8.3 The Authority shall consider and verify the invoice in a timely fashion.

8.4 The Authority shall pay the Charges which have become payable within 30 days of verifying the invoice in accordance with clause 8.3. Where the Authority fails to comply with clause 8.3 and there is an undue delay in considering and verifying the invoice the invoice shall be regarded as valid and undisputed for the purposes of this paragraph after a reasonable period has passed.

8.5 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 16.

Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 30 calendar days after resolution of the dispute between the parties.

- 8.6 Subject to clause 8.5, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Service Provider shall not suspend the supply of the Services if any payment is overdue.
- 8.7 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Service Provider shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under this agreement.
- 8.8 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for 7 years from the end of the Contract Year to which the records relate.
- 8.9 Where the Service Provider enters into a Sub-Contract with a supplier or contractor for the purpose of performing the agreement, it shall cause a term to be included in such a Sub-Contract (and any further sub-contracts in its supply chain) that have the same effect as clause 8.3 and 8.4.
- 8.10 The Authority may retain or set off any sums owed to it by the Service Provider which have fallen due and payable against any sums due to the Service Provider under this agreement or any other agreement pursuant to which the Service Provider or any Associated Company of the Service Provider provides goods or services to the Authority.
- 8.11 The Service Provider shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Service Provider.

STAFF

9. PERSONNEL USED TO PROVIDE THE SERVICES

- 9.1 At all times, the Service Provider shall ensure that:
- (a) each of the Service Provider's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Service Provider's Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Service Provider (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
 - (d) all of the Service Provider's Personnel comply with all of the Authority's policies including those that apply to persons who are allowed access to the applicable Authority's Premises.
- 9.2 The Authority may refuse to grant access to, and remove, any of the Service Provider's Personnel who do not comply with any such policies, or if they otherwise present a security or safeguarding threat.
- 9.3 The Service Provider shall replace any of the Service Provider's Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Service Provider's Personnel for any reason, the Service Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 9.4 The Service Provider shall maintain up-to-date personnel records on the Service Provider's Personnel engaged in the provision of the Services and, on request, provide reasonable information to the Authority on the Service Provider's Personnel. The Service Provider shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 9.5 The Service Provider shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

10. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 10.1 The parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of

the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

10.2 The Service Provider shall ensure that prior to engaging any individuals in the provision of the Services, all individuals are:

- (a) subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service ("DBS") including a check against the adults' barred list or the children's barred list, as appropriate; and
- (b) the Service Provider shall monitor the level and validity of the checks under this clause 10.2 for each member of staff.

and the DBS certificates resulting from such checks shall be made available for inspection by the Authority on request by the Authority.

10.3 If any individual falling within clause 10.2 has an existing valid enhanced DBS certificate, the Service Provider may accept such a certificate PROVIDED THAT:

- (a) The individual's details match those on the DBS certificate;
- (b) the disclosure is at the correct level and type for the Services that individual will be engaged in;
- (c) the individual has signed up to the DBS update service and the Service Provider has carried out an update check on that individual; and
- (d) the Service Provider warrants to the Authority that it has carried out an update check on that individual with the DBS and is satisfied as to its result.

10.4 The Service Provider warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

10.5 The Service Provider shall immediately notify the Authority of any information that the Authority reasonably requests to enable it to be satisfied that the obligations of this clause 10 have been met.

10.6 The Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such

person has harmed or poses a risk of harm to any service users including children and vulnerable adults.

- 10.7 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 10.8 The Service Provider shall bear the cost of all checks on the Service Provider's Personnel required in accordance with this clause 10.

11. TUPE

- 11.1 The parties hereby acknowledge that, pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**"), there will be a Relevant Transfer on the Commencement Date and the contracts of employment for those employees who are wholly or mainly assigned in the Services immediately before the Commencement Date ("**the Transferring Employees**") will take effect as if originally made between the Service Provider and the employees (save for those who object pursuant to Regulation 4(7) of TUPE).
- 11.2 The Authority shall indemnify and keep indemnified and hold the Service Provider harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Service Provider may suffer or incur as a result of or in connection with:
- (a) any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Authority in respect of any Transferring Employee on or before the Commencement Date.
 - (b) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person;
- 11.2 The Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, holiday pay, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period on or after the Commencement Date (including any bonuses, holiday pay,

commission, premiums, subscriptions and any other prepayments which are payable before the Commencement Date but which are attributable in whole or in part to the period on or after the Commencement Date and will indemnify and keep indemnified and hold the Authority harmless from and against all actions, suits, claims, damages, costs and expenses and other liabilities which the Authority may incur as a result of the same.

- 11.3 Not later than twelve months prior to the end of the Term, the Service Provider shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Service Provider's Personnel including the following:
- (a) the total number of Service Provider's Personnel whose employment/engagement shall terminate at the end of the Term, save for any operation of law; and
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Service Provider's Personnel referred to in clause 11.3(a); and
 - (c) the terms and conditions of employment/engagement of the Service Provider's Personnel referred to in clause 11.3(a), their job titles and qualifications; and
 - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (e) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- 11.4 At intervals to be stipulated by the Authority (which shall not be more frequent than every thirty days) and immediately prior to the end of the Term the Service Provider shall deliver to the Authority a complete update of all such information which shall be disclosable pursuant to clause 11.3.
- 11.5 At the time of providing the information disclosed pursuant to clauses 11.3 and 11.4, the Service Provider shall warrant the completeness and accuracy of all such information and the Authority may assign the benefit of this warranty to any Replacement Service Provider.
- 11.6 The Authority may use the information it receives from the Authority pursuant to clause 11.3 and 11.4 for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Authority shall provide the

Replacement Service Provider with such assistance as it shall reasonably request.

11.7 The Service Provider shall indemnify and keep indemnified and hold the Authority (both for themselves and any Replacement Service Provider) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or any Replacement Service Provider may suffer or incur as a result of or in connection with:

- (a) the provision of information pursuant to clause 11; and
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Service Provider or any sub-contractor in respect of any Returning Employee on or before the end of the Term; and
- (c) any failure by the Service Provider or any sub-contractor to comply with its obligations under Regulation 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Service Provider to comply with its duties under Regulation 13 of the Regulations; and
- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Service Provider or any sub-contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Service Provider to the Authority and/or a Replacement Service Provider whose name is not included in the list of Returning Employees.

11.8 If the Service Provider becomes aware that the information it provided pursuant to clause 11.4 has become untrue, inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date information.

11.9 This clause applies during the Term and indefinitely thereafter.

11.10 The Service Provider undertakes to the Authority that, during the twelve months prior to the end of the Term the Service Provider shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement) (including, for the avoidance of doubt, pay) of any Service Provider's Personnel (other than where such amendment or variation has previously been agreed between the Service Provider and the Service Provider's Personnel in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Service Provider's Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any of the Service Provider's Personnel from or in the provision of the Services (other than where such transfer or removal:
 - (i) was planned as part of the individual's career development;
 - (ii) takes place in the normal course of business; and
 - (iii) will not have any adverse impact upon the delivery of the Services by the Service Provider, (PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services));
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

CONTRACT MANAGEMENT

12. MONITORING

12.1 The Authority may monitor the performance of the Services by the Service Provider.

12.2 The Service Provider shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 12.1 at no additional charge to the Authority.

12.3 The Service Provider shall monitor its own performance of the Services.

13. CHANGE IN LAW, CHANGE CONTROL AND CONTINUOUS IMPROVEMENT

Change in Law

- 13.1 The Service Provider shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of any Change in Law

Change Control

- 13.2 Where a Change is requested by the Authority, the Service Provider shall use reasonable endeavours to agree a fair adjustment to the Charges.
- 13.3 Where agreement cannot be reached within 14 Working Days either the Authority or the Service Provider shall be entitled to terminate this Agreement in accordance with the provision in clause 28.
- 13.4 For the avoidance of doubt, the Service Provider is considered to have taken into account all reasonable circumstances in preparing its tender and no Change to the agreement or the Charges will be considered to accommodate the failure of the Service Provider to make adequate provision, financial or otherwise, for the performance of the agreement wholly in accordance with the Specification and in the event that the Service Provider has failed to make such adequate provision, the Authority shall be entitled to terminate this contract in accordance with the provisions of clause 28 and 32 PROVIDED THAT if the Service Provider becomes of any problem in operation or any change in the Specification which it has not been notified of by the Authority, the Service Provider must immediately bring this to the attention of the Authority and where it is agreed by the Authority that a Change is required to rectify an unforeseen situation, the Charges may be revised in accordance with Change Control Procedure.

Continuous Improvement

- 13.5 The Service Provider shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Service Provider shall identify and report to the Authority's Representative quarterly in the first Contract Year and once every six months for the remainder of the Term on:
- (a) the emergence of new and evolving relevant technologies which could improve the Services;
 - (b) new or potential improvements to the Services including the quality, responsiveness, performance mechanisms and customer support services in relation to the Services;
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority

which might result in efficiency or productivity gains or in reduction of operational risk; and

- (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Authority.

- 13.6 Any potential Changes highlighted as a result of the Service Provider's reporting in accordance with clause 13.5 shall be addressed by the parties using the Change Control Procedure.

14. DISPUTE RESOLUTION

- 14.1 This clause 14 shall not apply where the provisions of clause 5.6 and Schedule 2 are applied.

- 14.2 Subject to clause 14.1, either party may call an extraordinary meeting of the parties by service of not less than 5 days written notice and each party agrees to procure that its Authorised Representative together with any other member of Service Provider's Personnel requested to attend by the Authority (if any) shall attend all extraordinary meetings called in accordance with this clause.

- 14.3 The members of the relevant meeting shall use their best endeavours to resolve disputes arising out of this agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to **[senior officers of the two parties]** who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the **[senior officers]** fail to resolve the dispute in the allotted time, then the Dispute Resolution Procedure shall be deemed exhausted.

15. SUB-CONTRACTING AND ASSIGNMENT

- 15.1 Subject to clause 15.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Service Provider sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority.

- 15.2 In the event that the Service Provider enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of

any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

- 15.3 The Authority shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

LIABILITY

16. INDEMNITIES

The Service Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Authority or its representatives (excluding any Service Provider's Personnel).

17. LIMITATION OF LIABILITY

- 17.1 Subject to clause 17.6, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 17.2 The Authority shall not be liable to the Service Provider for any damage to the Service Provider's Vehicles during the performance of the Services caused by the passengers or by any other cause.
- 17.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.

17.4 Subject to clause 17.6 indemnities given by the Authority in clause 13 is unlimited; and

- (a) in respect of all other claims, losses or damages, whether arising from breach of contract or otherwise under or in connection with this agreement (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable) is limited to the value of this agreement in the first contract year.

17.5 Subject to clause 17.6, the Service Provider's total aggregate liability:

in respect of the indemnities given by the Service Provider in clauses 13, 18, and 23.2 is unlimited; and

17.6 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence;
- (c) breach of any obligation as to title implied by statute; or
- (d) any other act or omission, liability for which may not be limited under any applicable law.

18. INSURANCE

18.1 The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
- (c) insurance in accordance with clause 18.2

(the "**Required Insurances**") The cover shall be-in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.

- 18.2 The Service Provider shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 18.3 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances referred to in this clause 18, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 18.4 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the agreement.
- 18.5 The Service Provider shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

INFORMATION

19. FREEDOM OF INFORMATION

- 19.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority (at the Service Provider's expense) to enable the Authority to comply with these information disclosure requirements.
- 19.2 The Service Provider shall and shall procure that its Sub-Contractors shall:
- (a) transfer the Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 19.3 The Authority shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and/or
 - (b) is to be disclosed in response to a Request for Information.
- 19.4 In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 19.5 The Service Provider acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Service Provider; or
 - (b) following consultation with the Service Provider and having taken its views into account,

provided always that where clause 19.5(b) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

- 19.6 The Service Provider shall ensure that all Information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- 19.7 The Service Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 19.5.

20. DATA PROTECTION

- 20.1 The parties acknowledge that for the purposes of Data Protection Legislation the Authority is the Controller and Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Schedule 15 by the Authority and may not be determined by the Service Provider.

- 20.2 The Service Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 20.3 The Service Provider shall provide all reasonable assistance to the Authority in any preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- 20.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- a) process the Personal Data only in accordance with Schedule 13, unless the Service Provider is required to do otherwise by law. If it is so required the Service Provider shall promptly notify the Authority before processing the Personal Data unless prohibited by law.
 - b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the
 - i. nature of the data to be protected.
 - ii. harm that might result from a Data Loss Event
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
 - c) ensure that:
 - i. the Service Provider's Personnel do not process Personal Data except in accordance with this Agreement.

- ii. it takes all reasonable steps to ensure the reliability and integrity of Personnel who gave access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Service Provider's duties under his clause;
 - B. are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-Processor
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - i. the Authority or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or Law Enforcement Directive (Directive (EU) 2016/680) as determined by the Authority;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Service Provider in meeting its obligations); and
 - iv. the Service Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

- e) at the written direction of the Authority, delete or return Personal Data (and an copies of it) to the Authority on termination of the Agreement unless the Service Provider is require by law to retain the Personal Data.
- 20.5 Subject to Clause 20.6, the Service Provider shall notify the Authority immediately if it;
- a) receives a Data subject Access request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement.
 - e) receives a request from any third Party for disclosure of Personal Data where compliance with such a request is required or purported to be required by law; or
 - f) becomes aware of a Data Loss Event.
- 20.6 the Service Provider's obligation to notify under clause 20.5 shall include the provision of further information to the Authority in phases, as details become available.
- 20.7 Taking into account the nature of the processing, the Service Provider shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 20.5 (and within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) assistance as requested by the Authority following any Data Loss Event

- (d) assistance as requested by the Authority with respect to any request from the Information Commissioners Office, or any consultation by the Authority with the Information Commissioners Office.
- 20.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless.
 - (a) The Authority determines the processing is not occasional;
 - (b) The Authority determines the processing includes special categories of data referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences related to Article 10 of the GDPR; and
 - (c) The Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects
- 20.9 The Service Provider shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 20.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 20.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Service Provider must:
 - (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 20 such that they apply to the Sub-Processor; and
 - (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- 20.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-Processor.
- 20.13 The Service Provider, may at any time on not less than 30 Working Day's notice, revise this clause by replacing it with any applicable controller to processor standard clauses to similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement)

20.14 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

20.15 Where, as a requirement of this agreement, the Service Provider is processing Personal Data (to include, without limitation, Sensitive Personal Data) relating to patients and/or Service Users as part of the Services, the Service Provider must comply with the security standards as set out in the Data Security and Protection Toolkit (DSPT)

21. CONFIDENTIALITY

21.1 Subject to clause 21.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

21.2 Clause 21.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that clause 19.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 21.1;
- (d) by the Authority of any document to which it is a party and which the parties to this agreement have agreed contains no commercially sensitive information;
- (e) to enable a determination to be made under clause 14;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (g) by the Authority to any other department, office or agency of the Government; and
- (h) by the Authority relating to this agreement and in respect of which the Service Provider has given its prior written consent to disclosure.

21.3 On or before the Termination Date the Service Provider shall ensure that all documents and/or computer records in its possession, custody or

control which relate to personal information of the Authorities' employees, or service users, are delivered up to the Authority or securely destroyed.

22. AUDIT

- 22.1 During the Term and for a period of seven years after the Termination Date, the Authority may conduct or be subject to an audit for the following purposes:
- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
 - (b) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
 - (c) to review the Service Provider's compliance with Data Protection Legislation, the FOIA, in accordance with clause 20 (Data Protection) and clause 19 (Freedom of Information) and any other legislation applicable to the Services;
 - (d) to review any records created during the provision of the Services;
 - (e) to review any books of account kept by the Service Provider in connection with the provision of the Services;
 - (f) to carry out the audit and certification of the Authority's accounts;
 - (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 (or any legislation which may from time to time replace the same) of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.
- 22.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 22 more than twice in any calendar year.
- 22.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 22.4 Subject to the Authority's obligations of confidentiality, the Service Provider shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Service Provider's Personnel.
- 22.5 The Authority shall endeavour to (but is not obliged to) provide at least 15 days notice of its or, where possible, a regulatory body's, intention to conduct an audit.
- 22.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Service Provider in which case the Service Provider shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 22.7 If an audit identifies that:
- (a) the Service Provider has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Service Provider's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Service Provider's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - (b) the Authority has overpaid any Charges, the Service Provider shall pay to the Authority the amount overpaid within [20] days. The Authority may deduct the relevant amount from the Charges if the Service Provider fails to make this payment; and
 - (c) the Authority has underpaid any Charges, the Authority shall pay to the Service Provider the amount of the under-payment [less the cost of audit incurred by the Authority if this was due to a default by the Service Provider in relation to invoicing] within [20] days.

23. INTELLECTUAL PROPERTY

- 23.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
- (a) in the course of performing the Services; or
 - (b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

- 23.2 The Service Provider shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

24. SUSPENSION FOR BREACH

- 24.1 In the event of serious and/or persistent failures to meet the requirements set out in the Specification or any other breach of this agreement, the Authority's Authorised Representative may suspend with immediate effect the whole or any part of the Services in accordance with the procedure set out in Schedule 2 PROVIDED THAT such suspension may not last for longer than six calendar months. During any such suspension, the Service Provider shall not operate the whole or any part of the Services (as the context requires) and shall not be entitled to any payment of the Charges or compensation from the Authority whether or not the agreement is reinstated following the period of suspension.

TERMINATION

25. TERMINATION FOR BREACH

- 25.1 The Authority may terminate this agreement in whole or part with immediate effect by the service of written notice on the Service Provider in the following circumstances:
- (a) in accordance with the provisions of Schedule 2 (Service Performance Monitoring)
 - (b) if a resolution is passed or an order is made for the winding up of the Service Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Service Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Service Provider's property or equipment;
 - (c) if the Service Provider ceases or threatens to cease to carry on business in the United Kingdom;
 - (d) if there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Service Provider to which the Authority reasonably objects.;

- (e) if this agreement has been substantially varied other than as permitted under regulation 72 of PCR 2015
- (f) if the Service Provider should have been excluded from the procurement process under regulation 57 of PCR 2015;
- (g) if the contract should not have been awarded because the Service Provider is in serious breach of its obligations under the Treaty on the Functioning of the European Union (“TFEU”), the Treaty on European Union or Directive 2014/24, as declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU

25.2 The Authority may terminate this agreement in accordance with the provisions of clause 31. If this agreement is terminated by the Authority for cause such termination shall be at no loss or cost to the Authority and the Service Provider hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause.

26. TERMINATION ON NOTICE

Either Party may terminate this agreement at any time by giving forty two (42) calendar days’ written notice to the other Party.

27. FORCE MAJEURE

27.1 Subject to the remaining provisions of this clause 27, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

27.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

- 27.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 27.4 The Service Provider cannot claim relief if the Force Majeure Event is one where a reasonable service provider should have foreseen and provided for the cause in question.
- 27.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Service Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 27.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 27.7 The Authority may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Service Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 10 Working Days.

28. PREVENTION OF BRIBERY

- 28.1 The Service Provider:
- (a) shall not, and shall procure that any Service Provider Party and all Service Provider Personnel shall not, in connection with this agreement commit a Prohibited Act;
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this agreement.
- 28.2 The Service Provider shall:

- (a) if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - (b) within 5 Working Days of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Service Provider) compliance with this clause 27 by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this agreement. The Service Provider shall provide such supporting evidence of compliance as the Authority may reasonably request.

- 28.3 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Service Provider Party or Service Provider Personnel from committing a Prohibited Act and shall enforce it where appropriate.

- 28.4 If any breach of clause 28.1 is suspected or known, the Service Provider must notify the Authority immediately.

- 28.5 If the Service Provider notifies the Authority that it suspects or knows that there may be a breach of clause 28.1, the Service Provider must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for seven years following the expiry or termination of this agreement.

- 28.6 The Authority may terminate this agreement by written notice with immediate effect if the Service Provider, Service Provider Party or Service Provider Personnel (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 28.1

- 28.7 Any notice of termination under clause 28.6 must specify:
 - (a) the nature of the Prohibited Act;
 - (b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
 - (c) the date on which this agreement will terminate.

- 28.8 Despite clause 13 (Dispute resolution), any dispute relating to:
 - (a) the interpretation of clause 28; or

(b) the amount or value of any gift, consideration or commission,

shall be determined by the Authority and its decision shall be final and conclusive.

28.9 Any termination under clause 28.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

29. CONSEQUENCES OF TERMINATION

29.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Service Provider shall co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Service Provider.

29.2 Without prejudice to any other rights which have accrued or shall accrue to the Authority, on termination by the Authority for a breach of this agreement by the Service Provider in accordance with clause 29, the Authority may at its discretion remove the Service Provider from the DPS in order to ensure the Service.

29.3 On termination of this agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Service Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Service Provider's Authorised Representative shall certify full compliance with this clause.

29.4 The provisions of clause 16 (Indemnities), clause 18 (Insurance), clause 19 (Freedom of Information), clause 20 (Data Protection), clause 22 (Audit), clause 25 (Termination for Breach) and this clause 29 (Consequences of termination) shall survive termination or expiry of this agreement.

GENERAL PROVISIONS

30. WAIVER

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights

or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Authority to the Service Provider in respect of the Services or any omission on the part of the Authority to communicate such prior acceptance or approval shall not relieve the Service Provider of its obligations to deliver the Services in accordance with the provisions of this agreement.

31. CUMULATION OF REMEDIES

Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

32. SEVERABILITY

If any of the provisions of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

33. PARTNERSHIP OR AGENCY

Nothing in this agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this agreement.

34. THIRD PARTY RIGHTS

- 34.1 No term of this agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this agreement.

35. PUBLICITY

The Service Provider shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Authority, [which shall not be unreasonably withheld or delayed].

36. NOTICES

Notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this agreement. Notices may be sent by first-class mail or e-mail provided that e-mails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed e-mail shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

37. ENTIRE AGREEMENT

This agreement, the schedules and the documents annexed to it or otherwise referred to in it including the Service Provider's Tender contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

38. GOVERNING LAW AND JURISDICTION

- 38.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 38.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

This agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of
Cambridgeshire County Council::

.....
Authorised Signatory

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
SERVICE PROVIDER]

.....
Director

Schedule 1

Specification

Schedule 2

Service Performance

1. INTRODUCTION

- 1.1 The Service Provider's performance shall be monitored by the Authority in relation to service provision and quality.

2. QUALITY OF SERVICE

The Authority regards the quality of service as very important, and the Service Provider shall take all reasonable steps to ensure that the Services are provided to the required quality as set out in this agreement.

Service Provider's Tender

Schedule 3

Charge Variation

Schedule 4

Contract management

3. AUTHORISED REPRESENTATIVES

3.1 The Authority's initial Authorised Representative: **[INSERT DETAILS]**

3.2 The Service Provider's initial Authorised Representative: **[INSERT DETAILS]**

Schedule 5

Change control

1. GENERAL PRINCIPLES

- 1.1 Except as otherwise provided for in this agreement, where the Authority or the Service Provider sees a need to change this agreement, the Authority may at any time request, and the Service Provider may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 5.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Service Provider shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Service Provider in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Service Provider and the Service Provider's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 5, shall be undertaken entirely at the expense and liability of the Service Provider.

2. PROCEDURE

- 2.1 Where the Authority or the Service Provider requests a Change to this agreement, the requesting party must notify the other party of such a request in writing providing full details of the request (including any implications on the Charges).
- 2.2 If the Change is requested by the Authority and would not in the reasonable opinion of the Authority materially change the nature of the agreement, the Service Provider shall implement the requested Change with no alteration to the Charges.
- 2.3 For the avoidance of doubt, if a Change is requested by the Service Provider which would not in the reasonable opinion of the Authority materially change the nature of the agreement, the Authority may in its discretion approve such

a Change PROVIDED THAT the Service Provider shall not be entitled to vary the Charges as a result of such a Change.

- 2.4 For the purpose of paragraphs 2.2 and 2.3, a material change to the nature of the agreement shall include but not be limited to alterations to the Specification;
- 2.5 For any Change not covered by paragraphs 2.2 to 2.4, the parties shall seek to agree any Changes at any time in writing.
- 2.6 Where the request for a Change is made by the Authority and the Changes (including any variations to the Charges) cannot be agreed with the Service Provider within a reasonable period of time (to be determined by the Authority in its discretion acting reasonably), the Authority shall be entitled to terminate this agreement and the provisions of clauses 26 and 29 shall apply.
- 2.7 Where the request for a Change is made by the Service Provider and the Changes (including any variations to the Charges) cannot be agreed with the Authority within a reasonable period of time (to be determined by the Authority in its discretion acting reasonably), the Authority shall be entitled to refuse such a Change.
- 2.8 Where a Change to the agreement is agreed between the parties (including a variation to the Charges), a written record of that Change shall be prepared by the Authority and signed by an authorised representative of both parties. Such a written record shall constitute an amendment to this agreement and a copy of the same (as signed by both parties) shall be appended to this agreement. Any agreed Change (including a variation to the Charges) shall come into effect on the date for implementation to be agreed between the parties.

Schedule 6

Exit Management Plan

Schedule 7

Healthcare Specific Requirements

Schedule 8

Commercially sensitive information

[DETAILS OF ANY SERVICE PROVIDER INFORMATION TO BE CLASSIFIED AS
COMMERCIALY SENSITIVE]

Schedule 9

Authority's Premises and Assets

**[DETAILS OF AUTHORITY PREMISES AND ANY APPLICABLE LEASES OR
LICENCES TO BE INSERTED ANY AUTHORITY ASSETS]**

Schedule 10

Agreed Changes

Schedule 11 Data Processing

1. The Service Provider shall comply with any further written instructions with respect to the processing by the Authority.
2. Any such further instructions shall be incorporated into this schedule.

Description	Details
Subject matter of the processing	Initial recording, consideration and consultation of Personal Data in connection with the Service Provider's Services.
Duration of the processing	4 years
Nature and Purposes of the processing	Data collection and processing to support the Service Provider to deliver Service and to enable reporting to the Authority to confirm whether the Service Provider is delivering outcomes outlined in the DPS.
Type of Personal Data	Name, contact details, date of birth, special category data related to health needs.
Categories of Data Subject	Data collection and processing to support the Service Provider to deliver Service and to enable reporting to the Authority to confirm whether the Service Provider is delivering outcomes outlined in the contract.
Plan for return and destruction of the data once the processing is complete UNLESS it is a requirement under union or member state law to preserve that type of data	All data to be returned to the Authority according to the terms of this agreement at the end of the contract and to any local copies to be destroyed by the Service Provider following the transfer

Schedule 12 Service Level agreement