**AGREEMENT FOR THE PROVISION OF ORGANISATIONAL DEVELOPMENT SUPPORT FOR PLACE-BASED HEALTH AND CARE PARTNERSHIP SERVICES**

**DATE:**

**MADE BETWEEN:**

(1) **[REGISTERED NAME]**of [registered office or principal place of business if unregistered] (the “Provider” also referred to as “You” or “you” in this Agreement); and

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2QH (the “Council” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

**SPECIFIC TERMS**

**GENERAL TERMS AND CONDITIONS AND SCHEDULES**

**APPENDIX 1 – SPECIFICATION**

**SPECIFIC TERMS**

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| --- | --- |
| **Authorised Officer** | Genette Laws, Director of Commissioning who is your primary contact in the Council |
| **Council Rules** | Means all relevant Council policies, rules, codes, procedures, orders and codes of practice |
| **Data Protection** | Schedule 2 applies  Schedule 2 Option A – Data Controller does not apply  Schedule 2 Option B – Data Processor applies  Schedule 2 Option A and Option B does not apply |
| **Description of Services to be provided** | Provision of support for leadership and organisational development to Partnership Southwark as set out in more detail in Appendix 1 – Specification |
| **Fairer Future Procurement Framework** | Schedule 3 does not apply |
| **Fee (excluding VAT)** | £[●] which we will pay to you in the instalments and intervals set out in the Payment Periods |
| **Indexation** | Clause 3.7 will not apply to this Agreement |
| **Insurance** | The minimum amount of cover required for this Agreement is:-  Employers Liability Insurance: £10m  Public Liability Insurance: £5m  Professional Indemnity Insurance: £5m |
| **Legislation** | Means all relevant Acts of Parliament, statutory regulations, order, guidance and codes of practice including any subsequent amendments or comparable legislation |
| **Liability** | Clause 6.3 will apply to this Agreement |
| **London Living Wage** | Clause 4.9: London Living Wage is applicable |
| **Monitoring** | Clause 5.4 (a) applies |
| **Payment Periods** | Quarterly in arrears, as follows:  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●];  25% of the Fee £[●] on [●]; |
| **Period of Appointment** | from the 30 July 2021 until 31 March 2022 unless terminated early or extended by mutual agreement |
| **Providers’ Representative** | [name and contact details], who has overall responsibility for the management of this Agreement |
| **Safeguarding** | Clause 4.7 (Safeguarding) is not applicable |
| **Staff** | Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days |
| **Start Date** | 30 July 2021 |
| **Timetable** | A timetable for delivery will be agreed between the Provider and the Council as part of initial project-kick off. Upon agreement, you will provide the services in accordance with the timetable unless agreed in writing in advance by the Council. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement. |

References to “the Provider” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

**IN WITNESS** the parties have entered into this Agreement by signature of their respective duly authorised representatives.

|  |  |
| --- | --- |
| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF THE COUNCIL | FOR AND ON BEHALF OF THE PROVIDER |
| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF THE COUNCIL | FOR AND ON BEHALF OF THE PROVIDER |