

**Dated 2021**

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**Agreement for the Provision of Services**

Between

**THE ROYAL BOROUGH OF KINGSTON UPON THAMES**

And

**[insert name of PROVIDER COMPANY]**

Relating To Provision of Medical Advisory Services (Housing Applications)

Ref: [*INSERT REFERENCE NUMBER, IF APPLICABLE]*

**Contents**

**Clause**

1. Definitions And Interpretation 1

2. Engagement 5

3. Provider's Obligations 5

4. Council's Obligations 7

5. Change Control 8

6. Charges, Payment And Audit 9

7. Intellectual Property Rights 11

8. Confidentiality, Freedom Of Information And Transparency 11

9. Data Protection 13

10. Indemnity 16

11. Insurance 16

12. Limitation Of Liability 17

13. Termination 18

14. Consequences Of Termination 20

15. Force Majeure 20

16. Variation 21

17. Waiver 21

18. Rights And Remedies 22

19. Severance 22

20. Entire Agreement 22

21. Prevention Of Bribery 22

22. Assignment And Other Dealings 24

23. No Partnership Or Agency 24

24. Third Party Rights 24

25. Notices 25

26. Dispute Resolution Procedure 26

27. Governing Law 27

28. Jurisdiction 27

Schedule 1 Specification 29

Schedule 2 Pricing 30

Part 1. Price 30

Part 2. Payment 30

Schedule 3 Contract Management 31

1. Authorised Representatives 31

2. Meetings 31

3. Reports 31

Schedule 4 Data Processing Instructions 32

Schedule 5 Provider’s Proposal 34

**THIS AGREEMENT** is dated **2021**

**Parties**

1. **THE ROYAL BOROUGH OF KINGSTON UPON THAMES** whose office is at Guildhall, High Street, Kingston Upon Thames, KT1 1EU (**Council**).
2. [**INSERT FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [insert company number and remove square brackets whose [registered office **OR** principal address] is at [insert address and remove square brackets] (**Provider**).

**Background**

1. The Provider submitted a bid on [insert date and remove square brackets] (reference: [insert reference if applicable and remove square brackets]) in response to the Council's Request For Quotations (RFQ) issued on [insert date and remove square brackets] (reference: [insert reference if applicable and remove square brackets]).

1. The Council has (based on the Provider’s response to the RFQ), appointed the Provider to supply the Services and the Provider has agreed to do so on the terms and conditions of this Agreement.

**Agreed Terms**

# Definitions And Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

**Agreement:** the terms and conditions of contract and the Schedules.

**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.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Council Data:** all Documents, information and materials provided by the Council relating to the Services.

**Council's Manager:** the Council's manager appointed in accordance with clause 4.1 and whose details are set out in Schedule 3.

**Commencement Date:** 1st September 2021.

**Provider's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Provider or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Council.

**Provider's Manager:** the Provider's manager for the Services appointed under clause 3.3 and whose details are set out in Schedule 3.

**Provider's Personnel:** all employees, staff, other workers, agents and Providers of the Provider and of any sub-contractors who are engaged in the provision of the Services from time to time.

**Provider's Proposal:** the Provider's document submitted in response to the Council’s invitation to tender and which is attached as Schedule 5 to this Agreement.

**Coronavirus:** the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

**Coronavirus Event**: an event or delay caused by, or arising from or in relation to, a Coronavirus epidemic or pandemic that prevents or delays the performance of the Services or the performance of any obligations under this agreement, including (but not limited to):

### absences or unavailability of the Provider’s Personnel, and any loss of, or disruption to, any of their facilities;

### any illness, quarantining, shielding or self-isolation (including, but not limited to, precautionary self-isolation) of the Provider’s Personnel;

### any recommended or mandatory measures introduced by the Government intended to prevent or delay the spread of Coronavirus.

**Data Controller**: shall have the same meaning as set out in the Data Protection Legislation.

**Data** **Processor**: shall have the same meaning set out in the Data Protection Legislation.

**Data Protection Legislation**: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**Data Subject**: shall have the same meaning set out in the Data Protection Legislation.

**Deliverables:** all Documents, products and materials developed by the Provider or its agents, subcontractors, Providers and employees in relation to the Services in any form.

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**EIRs:** 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.

**Expiry Date:** 31st August 2024.

**Force Majeure Event:** 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 Provider, the Provider's Personnel or any other failure in the Provider's supply chain.

**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.

**GDPR**: the General Data Protection Regulation (*(EU) 2016/679*).

**Government Prevent Strategy:** a policy forming part of HM Government’s counter-terrorism strategy, available at:

<http://www.homeoffice.gov.uk/publications/counter-terrorism/prevent/prevent->strategy/prevent-strategy-review?view=Binary

as may be amended from time to time.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**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.

**Personal Data**: shall have the same meaning set out in the Data Protection Legislation.

**Prohibited Act:** the following constitute Prohibited Acts:

### to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

#### induce that person to perform improperly a relevant function or activity; or

#### reward that person for improper performance of a relevant function or activity;

### 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;

### to commit any offence:

#### under the Bribery Act;

#### under legislation or common law concerning fraudulent acts;

#### relating to defrauding, attempting to defraud or conspiring to defraud the Council.

### any activity, practice or conduct which would constitute one of the offences listed under clause (c) above, if such activity, practice or conduct had been carried out in the UK.

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

**Services:** the services to be provided by the Provider under this Agreement as set out in Schedule 1 together with any other services which the Provider provides or agrees to provide to the Council.

**VAT:** value added tax chargeable under English Law for the time being and any similar additional tax.

## Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

## A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

## A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

## A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## A reference to **writing** or **written** includes fax and e-mail.

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail. Where there is any conflict between any of the other schedules and the Provider’s Proposal the provisions of the relevant schedule(s) will prevail over the Provider’s Proposal.

# Engagement

## The Provider shall provide the Services to the Council from the Commencement Date until the Expiry Date and this Agreement shall terminate automatically on the Expiry Date unless extended in accordance with clause 2.2 below.

## The Council may extend this Agreement beyond the Expiry Date by a further period or periods of up to twenty-four (24) months. If the Council wishes to extend this Agreement, it shall give the Provider at least one (1) month's written notice of such intention before the Expiry Date. If the Council gives such notice, then the term shall be extended by the period set out in the notice.

# Provider's Obligations

## The Provider shall use reasonable endeavours to provide the Services and to deliver the Deliverables to the Council, in accordance with the Specification (Schedule 1) and the Provider’s Proposal (Schedule 5) in all material respects.

## The Provider shall meet any performance dates or milestones specified in Schedule 1 or agreed by the parties from time to time. Unless otherwise agreed by the parties, time shall be of the essence in delivering the Services.

## The Provider shall appoint the Provider's Manager who shall have authority contractually to bind the Provider on all matters relating to the Services. The Provider shall ensure that the same person acts as the Provider's Manager throughout the term of this Agreement but may replace him from time to time where reasonably necessary in the interests of the Provider's business.

## The Provider’s Manager or a duly authorised and competent representative of the Provider shall be available to meet the Council’s Manager at the intervals set out in Schedule 3 and at all reasonable times as may be required by the Council and the Provider shall provide such written reports as set out in Schedule 3 or as the Council’s Manager may reasonably require prior to any meeting or generally.

## Whilst on the Council’s premises, the Provider shall and shall ensure that its agents, employees and subcontractors, observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Council's premises and that have been communicated to it under clause 4.1(e), provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

## In providing the Services, the Provider shall:

### co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;

### perform the Services with the best care, skill and diligence in accordance with best practice in the Provider's industry, profession or trade;

### use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Provider's obligations are fulfilled in accordance with this Agreement;

### ensure that the Services and Deliverables will conform with all descriptions and specifications set out in Schedule 1 and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Provider by the Council;

### provide all equipment, tools and such other items as are required to provide the Services;

### obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws and regulations;

### hold all Council Data in safe custody at its own risk, maintain the Council Data in good condition until returned to the Council, and not dispose of or use the Council Data other than in accordance with the Council's written instructions or authorisation;

### not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Provider acknowledges that the Council may rely or act on the Services;

### if delivering Services at the Council’s premises, observe all of the Council’s policies and procedures in force at such premises as notified to the Provider from time to time;

### at all times comply with the provisions of the Modern Slavery Act 2015, the Human Rights Act 1998, the Government Prevent Strategy and all equality Laws in force from time to time. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998 and all equality Laws in force from time to time;

### comply with all environmental and other Laws applicable to the performance of its obligations under this Agreement;

### comply with The Health Protection (Coronavirus, Restrictions) (England) Regulations 2020 as amended and applicable together with the Council’s policies or procedures for working during the Corona Virus pandemic;

### the Provider’s personnel involved in the performance of the service must be on the United Kingdom (UK) General Practitioners (GP) register as administered by the UK General Medical Council (GMC) and have a working knowledge of the Housing Act 1996.

## The Council acknowledges that the Corona Virus pandemic has created uncertainty amongst service providers, suppliers, contractors and local authorities alike. The Council is also conversant with the government guidance in such circumstances and in particular the need to be flexible in both requiring the provision of Services and the manner in which the service providers, suppliers and contractors should be paid.

## The Provider warrants and undertakes that as part of its proposal it considered the ongoing implications of the Corona Virus pandemic on service delivery and the performance of its obligations under this Agreement and has (and shall continue to have) contingencies in place to address those in line with current Government Guidance.

## If the Provider considers that a Corona Virus Event or the development of the Corona Virus pandemic is likely to have an effect upon its ability to provide the Services which were not reasonably foreseeable at the time that this Agreement was entered into and accordingly not included within its initial proposals or delivery plan, then the Provider shall notify the Council  promptly, setting out why it considers that to be the case, the effect it would have on the provision of the Services and a proposal to mitigate the situation to secure continuity of service.

## The Council may within 10 Business Days of receiving the notice under clause 3.9, also put forward for consideration by the Provider any proposals it considers are practicable and appropriate in the circumstances and meet with the Provider within 15 Business Days to consider the proposals by the Provider and the Council’s proposal (if any) with a view to agreeing a plan of action to mitigate the situation in line with the applicable Government Guidance at the time.

## 3.11 Any plan or actions agreed by the parties will be evidenced in writing signed by the parties and will form a part of this Agreement for as long as the Corona Virus pandemic or the Corona Virus Event subsists.

# Council's Obligations

## The Council shall:

### co-operate with the Provider in all matters relating to the Services and shall appoint the Council's Manager in relation to the Services who shall have the authority contractually to bind the Council on matters relating to the Services;

### if relevant, provide, for the Provider, its agents, subcontractors, Providers and employees, in a timely manner and at no charge, access to the Council's premises, office accommodation, data and other facilities as reasonably required by the Provider for the performance of its obligations under this Agreement;

### provide, in a timely manner, such Council Data and other information as the Provider may reasonably require, and ensure that it is accurate in all material respects;

### if relevant, be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable Laws, before and during the supply of the Services at those premises, and informing the Provider of all of the Council's obligations and actions under this clause 4.1(d);

### inform the Provider of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Council's premises where the Services will be delivered or to which any of the Provider’s Personnel is admitted; and

### obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Provider's Equipment, the use of Council Data and the use of the Council's Equipment in relation to the Provider's Equipment insofar as such licences, consents and legislation relate to the Council's business, premises, staff and equipment.

# Change Control

## If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

## If either party requests a change to the scope or execution of the Services, the Provider shall, within a reasonable time, provide a written estimate to the Council of:

### the likely time required to implement the change;

### any necessary variations to the Provider's charges arising from the change;

### the likely effect of the change on the Services; and

### any other impact of the change on this Agreement.

## If the Council wishes the Provider to proceed with the change, the Provider has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 16 (Variation).

## Notwithstanding clause 5.3, the Provider may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If the Provider requests a change to the scope of the Services for any other reason, the Council shall not unreasonably withhold or delay consent to it.

## This clause 5 does not apply to any change required which arises from the effects of the Corona Virus pandemic or a Corona Virus Event.

# Charges, Payment And Audit

## The charges for the Services shall be as set out in Schedule 2 (Pricing), and shall be the full and exclusive remuneration of the Provider in respect of the performance of the Services. Unless otherwise agreed in writing by the Council, the charges shall include every cost and expense of the Provider directly or indirectly incurred in connection with the performance of the Services.

## The Council shall pay each invoice submitted to it by the Provider, in full and in cleared funds, within thirty (30) days of receipt to a bank account nominated in writing by the Provider.

## All amounts payable by the Council under this Agreement are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under this Agreement by the Provider to the Council, the Council shall, on receipt of a valid VAT invoice from the Provider, pay to the Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

## If a party fails to make any payment due to the other party under this Agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above The Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

## The Provider shall maintain complete and accurate records of the resources applied to and cost of providing the Services and the Provider shall allow the Council to inspect such records at all reasonable times on request.

## The Council may at any time, without limiting any of its other rights or remedies, set off any liability of the Provider to the Council against any liability of the Council to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.

## Where the Provider enters into a sub-contract with a supplier or contractor for the purpose of performing this Agreement, it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by the Provider to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the sub-contract requirements.

## During the term and for a period of seven (7) years after termination or expiry of this Agreement, the Council (acting by itself or through its representatives) may conduct an audit of the Provider, including for the following purposes:

* + 1. 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;
		2. to review the integrity, confidentiality and security of any data relating to the Council or any service users;

* + 1. to review the Provider's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 8 (Confidentiality, Freedom of Information and Transparency) and clause 9 (Data Protection) and any other legislation applicable to the Services;

* + 1. to review any records created during the provision of the Services;

* + 1. to review any books of account kept by the Provider in connection with the provision of the Services;

* + 1. to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

## Subject to the Council’s obligations of confidentiality, the Provider shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit.

## The Council shall endeavour to (but is not obliged to) provide at least fifteen (15) Business Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

## The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations relating to any audits, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Provider in which case the Provider shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.

# Intellectual Property Rights

## The Provider assigns to the Council, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

## At its own expense, the Provider shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement, including securing for the Council all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Council in accordance with clause 7.1.

## The Provider shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of Law in any jurisdiction.

# Confidentiality, Freedom Of Information And Transparency

## A party (‘R**eceiving Party’**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**‘Disclosing Party’**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the confidentiality obligations set out in this clause 8.1 as though they were a party to this Agreement. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by Law, any governmental or regulatory authority or by a court of competent jurisdiction.

## The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIRs and the Provider shall assist and co-operate with the Council (at the Provider’s expense) to enable the Council to comply with these information disclosure requirements.

## The Provider shall and shall procure that its staff including its subcontractors:

### transfer any Request For Information received by the Provider and/or any of the Provider’s Personnel to the Council as soon as practicable after receipt and in any event within two (2) Business Days of receiving a Request For Information;

### provide the Council with a copy of all information in the Provider’s possession or power in the form that the Council requires within five (5) Business Days (or such other period as the Council may specify) of the Council requesting that information; and

### provide all necessary assistance as reasonably requested by the Council to enable the Council 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 EIRs.

## The Council shall be responsible for determining at its absolute discretion whether the information:

### is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs;

### is to be disclosed in response to a Request For Information, and in no event shall the Provider respond directly to a Request For Information unless expressly authorised to do so by the Council.

## In no event shall the Provider respond directly to a Request For Information unless expressly authorised to do so by the Council.

## The Provider acknowledges that the Council 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 EIRs to disclose information:

###  without consulting with the Provider; or

### following consultation with the Provider and having taken its views into account,

provided always that where clause 8.6 (b) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider’s attention as soon as practicable after any such disclosure.

## The Provider shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure for six (6) years after expiry or earlier termination and shall permit the Council to inspect such records as requested from time to time.

## The Council, in line with the Government’s ongoing drive to open up the activities of the Public Sector to greater scrutiny, has prepared its transparency agenda and the Provider hereby agrees that, notwithstanding anything set out in this clause 8 or elsewhere in this Agreement, the Council shall be entitled to publish this Agreement in whole or in part (including from time to time any agreed changes to the Agreement), in whatever form the Council may decide. The Provider further agrees that the Council may publish any payments made by the Council to the Provider under this Agreement.

## Clause 8.1 shall survive termination of this Agreement.

# Data Protection

## Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

## Notwithstanding the general obligation in clause 9.1, where the Provider is processing Personal Data as a Data Processor for the Council as Data Controller, the Provider shall ensure that it has in place appropriate technical, organisational and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation and the Provider shall:

### process the Personal Data only in accordance with the documented instructions from the Council which may be specific instructions or instructions of a general nature as set out in Schedule 5 to this Agreement or as otherwise notified by the Council to the Provider (in writing) from time to time and for no other purpose;

### process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by the Data Protection Legislation;

### obtain prior written consent from the Council in order to transfer the Personal Data to any subcontractors, agents or other third parties for the provision of the Services and oblige by way of contract or other binding legal arrangement any such parties to comply with the same data protection obligations as those set out in this clause 9;

### not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

#### the Council or the Provider has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation as determined by the Council;

#### the Data Subject has enforceable rights and effective legal remedies;

#### the 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 Council in meeting its obligations); and

#### the Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

### take reasonable steps to ensure the reliability of any of the Provider's Personnel who have access to the Personal Data;

### ensure that the Provider's Personnel without appropriate authority do not have access to the Personal Data;

### ensure that all the Provider's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 9;

### ensure that all the Provider's Personnel receive an adequate level of training in data protection;

### ensure that the Provider's Personnel do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

### notify the Council within twenty-four hours if it becomes aware of a breach or alleged breach of the Data Protection Legislation;

### provide the Council with full co-operation and assistance in relation to investigating breaches to include inspection of premises and security arrangements if requested.

### notify the Council (within two (2) Business Days), if it receives a Data Subject Access Request under the Data Protection Legislation or a complaint relating to the Council’s obligations and promptly notify the Council of any breach of the security measures required to be put in place pursuant to this clause 9;

### provide the Council with full co-operation and assistance in relation to any complaint or request made under the Data Protection Legislation including by:

### (i) providing the Council with full details of the complaint or request;

(ii) providing the Council with any information requested by
 the Council within the timescales required by the Council.

## The Provider shall, upon reasonable notice, allow officers of the Council to have reasonable rights of access at all times to the Provider’s premises, Provider’s Personnel and records for the purposes of monitoring the Provider’s compliance with the Data Protection Legislation including its security requirements.

## The Provider shall at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of this Agreement unless the Provider is required by Law to retain the Personal Data.

## The provisions of this clause 9 shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

# Indemnity

## The Provider shall keep the Council indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered/ incurred by the Council as a result of or in connection with:

### any claim made against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the Services, to the extent that the claim is attributable to the acts or omissions of the Provider, its employees, agents or subcontractors;

### any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, the Services are attributable to the acts or omissions of the Provider, its employees, agents or subcontractors; and

### any claim made against the Council by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Provider, its employees, agents or subcontractors.

## This clause 10 shall survive termination of this Agreement.

# Insurance

11.1 The Provider shall be liable for any and all losses, liabilities or costs (including reasonable legal costs) incurred by the Council in connection with the Provider’s performance of the Services and shall maintain in force during the period of this Agreement and for six (6) years thereafter as a minimum the following insurance cover with reputable insurers acceptable to the Council:

11.1.1 Employer’s Liability Insurance of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and

11.1.2 Public Liability Insurance of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

11.1.3 Professional Indemnity Insurance of not less than £1million for each and every claim, act or occurrence or series of claims, acts or occurrences.

11.2 The Provider shall give the Council, on request, copies of all insurance policies referred to in this clause 11 or a broker's verification of insurance to demonstrate that the appropriate cover as required by this clause 11 is in place, together with receipts or other evidence of payment of the latest premiums due in respect of such insurances.

# Limitation Of Liability

## Nothing in this Agreement limits or excludes either party’s liability for:

### death or personal injury caused by its negligence; or

### fraud or fraudulent misrepresentation; or

### destruction of the Council’s property; or

### breach of clause 7 (Intellectual Property Rights), clause 8 (Confidentiality and Freedom of Information), clause 9 (Data Protection) and clause 21 (Prevention of Bribery); or

### breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable Law.

## Subject to clause 12.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

### loss of profits;

### loss of sales or business;

### loss of agreements or contracts;

### loss of anticipated savings;

### any indirect or consequential loss.

## Subject to clause 12.1 and clause 12.2, each party’s total liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 150% of the total price payable under this Agreement per claim except data protection related breaches. The Provider’s total liability for data protection related breaches is limited to £10,000,000.

# Termination

## Without affecting any other right or remedy available to it, the Council may terminate this Agreement with immediate effect by giving written notice to the Provider if:

### the Provider commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) business days after being notified in writing to do so;

### the Provider repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

### 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];

### 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 the Provider];

### [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 the Provider (being a company) other than 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 the Provider];

### [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)];

### [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];

### 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;

### 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 Provider's assets and such attachment or process is not discharged within fourteen (14) days;

### any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(c) to clause 13.1(i) (inclusive);

### the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; [or]

### [there is a change of control of the Provider [ (within the meaning of section 1124 of the Corporation Tax Act 2010)].]

## Without affecting any other right or remedy available to it, the Council may terminate this Agreement in whole or in part at any time by giving 4 (four) weeks written notice to the Provider.

## For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

### a substantial portion of this Agreement; or

### any of the obligations set out in clauses [7 (Intellectual Property Rights), clause 8 (Confidentiality, Freedom of Information and Transparency), clause 9 (Data Protection) and clause 21 (Prevention of Bribery)].

# Consequences Of Termination

## On termination or expiry of this Agreement:

### the Council shall pay to the Provider all of the Provider's outstanding undisputed invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Provider may submit an invoice, which shall be payable immediately on receipt;

### each party shall, within a reasonable time, return all of the other party’s property in its possession or under its control. Until they have been returned, the party with custody or control of such property shall be solely responsible for their safe keeping;

### the following clauses shall continue in force: clause 7 (Intellectual Property Rights), clause 8 (Confidentiality and Freedom of Information), clause 9 (Data Protection), clause 12 (Limitation of Liability), clause 25 (Notices), clause 26 (Dispute Resolution), clause 27 (Governing Law) and Clause 28 (Jurisdiction).

## Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

# Force Majeure

## Provided it has complied with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

## The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

## The Affected Party shall:

### as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 (three) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

### use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

## If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 1 (one) month, the party not affected by the Force Majeure Event may terminate this Agreement by giving 10 (ten) days written notice to the Affected Party.

## If the Force Majeure Event prevails for a continuous period of more than 1 (one) month, either party may terminate this Agreement by giving 10 (ten) days' written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

# Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

# Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

# Rights And Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law.

# Severance

## If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, subject to clause 19.2, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

# Entire Agreement

## This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## Nothing in this clause shall limit or exclude any liability for fraud.

# Prevention Of Bribery

## The Provider represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or sub-contractors, have at any time prior to the Commencement Date:

### committed a Prohibited Act or been formally notified that they are subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

### been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

## The Provider shall not during the term of this Agreement:

### commit a Prohibited Act; and/or

### do or suffer anything to be done which would cause the Council or any of the Council's employees, Providers, contractors, sub-contractors or agents to contravene any of the provisions of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

## The Provider shall during the term of this Agreement:

### establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and

### keep appropriate records of its compliance with its obligations under clause 21.3(a) and make such records available to the Council on request.

## The Provider shall immediately notify the Council in writing if it becomes aware of any breach of clause 21.1 and/or clause 21.2, or has reason to believe that it has or any of the Provider's Personnel (including its advisors, agents and sub-contractors) have:

### been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

### been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

### received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

## If the Provider makes a notification to the Council pursuant to clause 21.4, the Provider shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation in accordance with this Agreement.

## If the Provider is in default under clause 21.1 and/or clause 21.2, the Council may by notice:

### require the Provider to remove from performance of this Agreement any Provider's Personnel whose acts or omissions have caused the default; or

### immediately terminate this Agreement.

## Any notice served by the Council under clause 21.6 shall specify the nature of the Prohibited Act, the identity of the party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Agreement shall terminate).

# Assignment And Other Dealings

## This Agreement is personal to the Provider and the Provider shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Council which consent shall not be unreasonably delayed or withheld.

## The Council may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.

# No Partnership Or Agency

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other party, or authorise one party to make or enter into any commitments for or on behalf of the other party.

## Each party confirms it is acting on its own behalf and not for the benefit of any other person.

# Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no one other than a party to this Agreement shall have any right to enforce any of its terms.

# Notices

## Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the party required to receive the notice or communication at its address and to the addressee as set out herein or as otherwise specified by the relevant party by notice in writing to the other party:

**For the Council**

Name: [Insert name and position and remove square brackets].

Address: [Insert address and remove square brackets].

Email: [Insert email address and remove square brackets].

**For the Provider**

Name: [Insert name and position and remove square brackets].

Address: [Insert address and remove square brackets].

Email: [Insert email address and remove square brackets].

## Any notice or other communication provided that it is clearly marked for the attention of the Council’s contact person or the Provider’s contact person referred to in clause 25.1 (as the case may be) shall be deemed to have been duly received:

(a) if delivered personally, when left at the address referred to in clause 25.1; or

(b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or;

(d) if sent by email upon receipt of a letter sent by first class or recorded delivery post or other next Business Day delivery service confirming the content of the email.

## The provisions of this clause 25 shall not apply to the service of any proceedings or other documents in any legal action.

# Dispute Resolution Procedure

## If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

### either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the contract manager of the Council and the contract manager of the Provider shall attempt in good faith to resolve the Dispute;

### if the contract manager of the Council and the contract manager of the Provider are for any reason unable to resolve the Dispute within 30 (thirty) days of service of the Dispute Notice, the Dispute shall be referred to the Head of the Service of the Council and the Head of the Service of the Provider who shall attempt in good faith to resolve it; and

### if the Head of the Service of the Council and the Head of the Service of the Provider are for any reason unable to resolve the Dispute within 20 (twenty) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 20 (twenty) days after the date of the ADR notice.

## If the Dispute is not resolved within 20 (twenty) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 20 (twenty) days, or the mediation terminates before the expiration of the said period of 20 (twenty) days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 27 (Governing Law) and clause 28 (Jurisdiction).

## The parties agree that notwithstanding any Dispute, the Provider will continue to deliver the Services and the Council will continue to pay for such Services in accordance with this Agreement.

# Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.

# Jurisdiction

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

This document has been executed by the parties and takes effect on the date stated at the beginning of it.

|  |   |
| --- | --- |
|

| EXECUTED  |   |
| --- | --- |
| by **THE ROYAL BOROUGH OF KINGSTON UPON THAMES** acting by and under the signature of: |  |
|  |  |
|  | Signature  |
|  |  |

 |   |
|

|  |   |
| --- | --- |
| …………………………………………Authorised SignatoryName: | ................................. |
|   | SIGNATURE  |
| Position: |  |

 |  |
| **EXECUTED**  |  |
| by **[INSERT NAME OF PROVIDER]** |   |
| acting by and under the signature of: |   |
| Name: | ................................. |
|   | Signature  |
| Position: |  |
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|   |  |
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1. **Specification**

**SERVICE SPECIFICATION - MEDICAL ADVISORY SERVICE**

*for the provision of medical advice relating to Community Housing applicants.*

1. **Definition of task**

The Provider shall provide advice and guidance on medical matters that relate to the assessment of housing applications or other matters which fall within the responsibility of the Council.

The Council’s requirement does not extend to the Provider interviewing or assessing the applicant in person. However, from time to time the Provider may make enquiries to relevant medical practitioners in order to expedite or seek further information at the request of Community Housing.

The Provider’s personnel involved in the performance of this service must be on the United Kingdom (UK) General Practitioners (GP) register as administered by the UK General Medical Council (GMC) and have a working knowledge of the *Housing Act 1996*

1. **Housing Register**

The Provider shall assess and advise on medical information in relation to applications from households to join the Kingston Housing Register in accordance with the Council’s Housing Allocation Scheme 2017, Housing Act 1996 Part VI and relevant statutory guidance.

The Provider shall provide a report, using the template in Annex A, to provide advice and guidance to Community Housing for the purpose of awarding medical priority, mobility categories and overall banding with recommendations on banding being made with regard mobility categories and overall banding.

1. **Housing Options**

The Provider shall assess and advise upon medical information in relation to applications from households wishing to be considered for assistance with housing through the statutory homelessness schemes in accordance with Housing Act 1996 Part VII, as amended, relevant case law definitions, Homelessness Code of Guidance for Local Authorities.

This advice is not limited to the issue of vulnerability under the Housing Act 1996, Part VII, as amended, but also to provide advice on;

* Suitability of accommodation in respect of current accommodation
* Suitability of accommodation in respect of temporary accommodation offered
* Recommendations as to the type of temporary accommodation required to be provided
* Other situations where medical advice is required to aid decision making

The Provider shall complete a report, using the template in Annex A, to provide such advice and guidance to Community Housing for the purpose of assessing homeless cases mentioned at 3(b) (Housing Options) and make suitable recommendations.

1. **Process**

**Council responsibilities**

The Council is responsible for preparing the documentation for the Provider to assess.

The Council will, when providing documentation for consideration, complete the template in Annex A which will accompany any medical documentation, supporting documentation and medical self-assessment form.

**The Provider’s responsibilities**

The Provider will review the documentation supplied by the Council and provide advice and/or recommendations in the form of a completed template as per Annex A.

1. **Documents**

Documents will normally be made available in hard copy form for the Provider to review within the Council premises. Documents are not to leave the Council Offices with the exception of where the Provider may need to take details in order to make further enquiries. Refer to ‘exceptions’ below.

**Exceptions**

In circumstances where the Council Offices are closed to staff and contractors e.g. during Covid-19 or other restrictions, arrangements will be put in place whereby Community Housing staff will email the document bundle (template Annex A and relevant documents) via secure email to the Provider.

The Provider will respond to those requests via secure email to the Community Housing officer who sent the original documentation (unless other arrangements have been agreed in advance).

1. **Timescales**

The Provider’s representative shall attend the Council offices on a weekly basis to review documentation and provide advice and recommendations within five working days.

The Provider shall, by exception and where required, accept urgent cases where a fast turnaround is needed as part of the usual assessment process and feedback within a 48 hour period.

1. **Price & payment**

The fees and charges and payment plan for the Specific Services delivered under this agreement are set out in Annex B and the Framework Provider shall submit invoices which shall be paid in accordance with the payment plan set out.

1. **Pricing**

The Council shall pay the Provider 30 days in arrears.

The Council requires the Supplier to deliver 520 units (1 unit = 1 case) of advice/reports per annum (based on a ceiling price/maximum unit cost of £22.08 (excl VAT) per unit. Each unit requires the full completion of one [Annexe A](https://drive.google.com/file/d/1UgxEjOIoByQa___2k2i1BiTxRYwYOmL_/view) - Medical Assessment Form. (Please see Attachment within the London Tenders Portal).



Any further requirements over and above the 520 units will be paid on an activity driven basis based on a ceiling price/maximum unit cost of £22.38 (excl VAT) per unit; up to a maximum total contract value of £15000 per annum, inclusive of the fixed element.

Bidders are required to state their unit cost for the fixed element. This must not exceed the ceiling price of £22.08 (excl VAT).

Bidders must also state the cost per unit above the 520 units commissioned. This must not exceed the ceiling price per unit of £22.38 (excl VAT).

1. **Contract Management**

1. **Authorised Representatives**
	1. The Council's Manager: [Insert name, address, telephone number and email address and remove square brackets].
	2. The Provider’s Manager: [Insert name, address, telephone number and email address and remove square brackets].

1. **Meetings**
	1. Type: [insert type of meeting e.g. monitoring, review, contract management etc. and remove square brackets].
	2. Quorum: [insert minimum number of people required to attend the meeting ensuring that there is at least one representative from each of the parties. Include also people from third party organisations who may be required to attend the meeting and remove square brackets].
	3. Frequency: [insert frequency of meetings e.g. monthly, quarterly or annually and remove square brackets]
	4. Agenda: The agenda for each meeting will be prepared by the Council with input from the Provider and circulated by the Council at least three (3) days before the relevant meeting.

1. **Reports**
	1. Type: [insert type of report(s) and remove square brackets.].
	2. Contents: [insert a summary of what is required to be contained in the report. e.g. Achieved KPIs, number of complaints received and how they were addressed, breach of data protection legislation, etc. and remove square brackets. Where the content is included in the specification, you may choose to copy and paste here or include appropriate cross reference(s) to ensure that the requirement is readily identifiable and clear].
	3. Frequency: [insert frequency of reports e.g. monthly, quarterly or annually and remove square brackets]
	4. Circulation list: [insert the names, job titles and email addresses of the people entitled to receive the reports. Include also people from third party organisations who must receive reports and remove square brackets].
2. **Data Processing Instructions**

* + 1. The Provider shall comply with any further written instructions in respect of processing received from the Council.  Any such further instructions shall be incorporated into this Schedule.

* + 1. **Processing by the Provider**

* + - 1. **Scope**

DN: This should be a high level, short description of what the processing is about i.e. its subject matter.

* + - 1. **Nature**

DN: The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. Ensure that you set out clearly the kind of processing that will be done by the Data Processor.

* + - 1. **Purpose of processing**

DN: Please be as specific as possible, but make sure that you cover all intended purposes. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.

Please note the GDPR requirements relating to the legal basis and legitimate purposes for processing personal data.

* + - 1. **Duration of processing**

DN: Clearly set out the duration of the processing including dates.

* + - 1. **Types of Personal Data**

DN: Set out categories of personal data to be processed. Personal data is any information relating to an identified or identifiable natural person. Examples here include: ID number, location data, on-line identifier, name, address, date of birth, email address, NI number, telephone number, pay, images, biometric data etc.

Please note the GDPR requirements relating to processing special categories of data.

* + - 1. **Categories of Data Subject**

DN: Set out the categories of persons whose data you will be collecting. Examples include: Staff (including volunteers, agents, and temporary workers), customers/ Councils, suppliers, patients, students / pupils, members of the public, service users etc

* + - 1. **Data Retention**

DN: You or the processor cannot hold data indefinitely. You will need a plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data. Describe how long the data will be retained for, how it be returned or destroyed etc.

1. **Provider’s Proposal**