

# Contract for Services

**Between:**

- (1) The Health Foundation  
Registered Office: 8 Salisbury Square, London EC4Y 8AP  
Registered Company Number: 1714937  
Registered Charity Number: 286967 (“**we**”, “**our**” or the “**Commissioner**”); and
  
- (2) Company Name: [ ]  
Registered Office: [ ]  
Registered Company Number: [ ]  
Registered Charity Number (if applicable): [ ]  
 (“**you**” or “**your**” or the “**Provider**”)

## **1.0 Services**

1.1 You will provide us with the services described in Schedule 1. (the “**Services**”)

## **2.0 Standard and Timescale**

2.1 You will deliver the Services:

2.1.1 with reasonable care and skill, in accordance with our reasonable instructions, and the timetable set out in Schedule 1.; and

2.1.2 in accordance with all legal and regulatory requirements, approvals and codes of practice applicable to the Services.

2.2 The Contract shall continue for the Contract Period (as defined in Schedule 1), unless terminated earlier in accordance with Clause 6.0 (Termination).

## **3.0 Payment**

3.1 In return for the Provider’s provision of the Services, the Commissioner shall pay to the Provider the price set out in and on payment terms specified in Schedule 2.

3.2 Subject to contrary express provision in this Contract, the Price is inclusive of all disbursements, expenses and VAT.

## **4.0 Information and reporting**

4.1 The Provider shall inform the Commissioner promptly, and in any event within 3 working days of becoming so aware, of any factor that will, or may, materially affect and/or change the provision of the Services.

4.2 The Provider shall keep and maintain reasonable, full and accurate records of all activities undertaken, data collected, and material produced in relation to the Services, and permit the Commissioner to take copies of records at the Commissioner’s reasonable request for a period of 6 years from the end of the Year in which this Contract ends.

## **5.0 Communications**

5.1 You will not make any communications or issue any publicity in relation to the Contract without our prior consent and you will keep all related material confidential.

5.2 You will not represent that you are acting on behalf of the Commissioner without our prior consent.

## **6.0 Termination**

6.1 We may terminate this Contract on one month’s written notice to you.

6.2 We may also terminate this Contract with immediate effect (by giving written notice to you) if:

6.2.1 you have breached any term of this Contract and have failed to remedy that breach within a period of 10 working days after being notified in writing to do so;

6.2.2 any steps are taken to appoint any receiver, administrator or administrative receiver over all or any part of your assets or undertaking;

6.2.3 you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business or activities.

## **7.0 Assignment and sub-contracting**

7.1 You may not assign or novate or sub-contract any of its rights or obligations under this Contract without our prior consent.

## **8.0 Intellectual Property Rights**

8.1 You hereby assign to us, with full title guarantee, any and all intellectual property rights in the materials created or arising from the Services (“**Services IP Rights**”). All intellectual property rights in the Services IP Rights shall be the property of the Commissioner.

8.2 For the avoidance of doubt, all intellectual property rights (1) belonging to a party to this Contract prior to the signing of this Contract, or (2) which has been developed independently by a party without using any funding contemplated by this Contract or any other contribution by the other party (together, the “**Background IP Rights**”) shall remain vested in that party.

## **9.0 Insurance**

9.1 You will maintain reasonable insurance in relation to the Services and provide us with satisfactory evidence such insurance is in place on request. If the Services relate to the provision of an event, this should include cancellation insurance. The minimum requirement for public liability insurance is:

- Self-employed/sole trader - £1million
- Limited company/public body - £5million

## **10.0 Indemnity**

10.1 You hereby indemnify us against any loss caused to us by breach of your obligations in relation to this Contract.

## **11.0 Data Protection**

11.1 The Services shall be provided in compliance with - and have adequate measures in place to ensure that the Provider’s staff comply at all times with - the provisions and obligations contained in (as amended from time to time) in Data Protection Legislation, as laid out in **Schedule 3** and in accordance with all policies and procedures of the Provider in terms reasonably satisfactory to the Commissioner.

11.2 For the purpose of this Contract, “**Data Protection Legislation**” means, as applicable:

- 11.2.1 the GDPR and any related legislation which applies in the UK, including (without being limited to) the Data Protection Act 2018;
- 11.2.2 the Privacy and Electronic Communications (EC Directive) Regulations (2003) and any successor or related legislation; and/or

all other applicable laws and regulations relating to the processing of data and/or governing individuals’ rights to data privacy; including statutory instruments.

## **12.0 Variation**

12.1 No variation or waiver to this Contract is effective unless agreed in writing.

## **13.0 General terms**

13.1 Any notice given pursuant to this Contract shall be in writing to the contact details set out in Schedule 1, and shall be sufficiently given and deemed to be received: if by hand, on delivery; if by pre-paid first-class post, on the working day after posting; and

if by email, the time the email is sent if sent to the correct email address provided no notice of delivery failure is received.

- 13.2 A person who is not a party to this Contract has no right under the contract (Rights of Third Parties) Act 1999 to enjoy or enforce any benefit under it.
- 13.3 Any reference to this Contract is as amended, waived, amended and/or supplemented from time to time.
- 13.4 Any reference to a law or regulation is a reference to it as amended, extended or re-enacted from time to time.
- 13.5 This Contract shall be binding on, and enure to the benefit of, the parties to this Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 13.6 This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction.

## Agreement of Parties to the Contract

**Signed** for and on behalf of **The Health Foundation** (in its capacity as Commissioner) by its authorised signatories:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed** for and on behalf of **[full legal name of Provider]** (in its capacity as the Provider) by its authorised signatory:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule 1

### The Services

- a) Description of the Services: [ ]
- b) Contract period: From the date of this Contract to [ ]
- c) Delivery Timetable: [ ]
- d) Liaison/meeting/review requirements: [ ]
- e) Primary Contacts:
  - a. For the Commissioner: [contact details]
  - b. For Provider: [contact details]

## Schedule 2

### Price and Payment Terms

a) Price (inclusive of expenses, disbursements and VAT): £[ ].

a) Payment Provisions:

- (1) Payment will be made against proper invoices issued in accordance with the final agreed budget (attach as an Appendix if appropriate) and the payment schedule in paragraph (7) below, subject to the applicable conditions and upon the applicable triggers.
- (2) Payment shall be made within 30 days of receipt of invoice.
- (3) Payment shall be made by BACS. Please ensure all invoices include bank details and an email address for the remittance to be sent to.
- (4) Payment queries should quote the unique contract reference and date and be addressed to: [finance.enquiries@health.org.uk](mailto:finance.enquiries@health.org.uk)
- (5) The Price may only be varied by written agreement between the Provider and the Commissioner.
- (6) If any additional payments (such as expenses) are agreed in writing, they must be included as an additional item in the invoice relating to the period in which the expenses were incurred and supported by reasonable evidence of having been properly incurred.
- (7) Invoice date(s):

Invoice Date	Amount	Conditions and triggers for payment
mm/yyyy	£	Contingent on...
mm/yyyy	£	Contingent on...
mm/yyyy	£	Contingent on...
Total	£	

## Schedule 3

### Data Protection

*In-house instructions only – to be deleted from final version*

*If the recipient is a data controller, this schedule should be replaced by the alternative schedule governing data-sharing. Please check with the DPO team if you are not sure. Delete all blue text from the final contract*

The Data Protection Legislation affects the processing of personal data in connection with existing and new agreements and requires that the processing of such personal data is governed by a written contract.

The parties hereby agree to the following terms:

- 1.0 Processing of Personal Data. The Commissioner is the Data Controller and the Provider is the Data Processor of any personal data covered within the main contract/agreement. The Commissioner instructs the Data Processor to process any such personal data in accordance with the main contract and instructions in this Schedule save that the Data Processor may process personal data when required to do so by EU, Member State or UK law which applies to the Data Processor but, in such circumstances, the Data Processor must notify the Data Controller unless prohibited by law on important grounds of public interest. The Data Processor shall promptly inform the Data Controller if it reasonably believes that an instruction from the Data Controller infringes Data Protection Legislation or other EU, Member State or UK law.
- 2.0 Confidentiality and Security Measures. The Data Processor shall ensure that all personnel processing personal data have committed to process such personal data in confidence. Consistent with good practice the Data Processor is required to implement and maintain appropriate technical safeguards to protect any such personal data covered within this contract. Upon request the Data Processor shall make available to the Data Controller any information deemed reasonable to demonstrate compliance with the Data Protection Legislation and sufficient information to demonstrate the appropriate technical and organisational security measures have been implemented.
- 3.0 Personal Data Breach. The Data Processor should inform the Data Controller immediately and in any event within 1 Working Day of becoming aware of any actual or suspected personal data breaches in order that the Data Controller can comply with its obligations to inform the Information Commissioners Office (ICO) within 72 hours. The email address [dpo@health.org.uk](mailto:dpo@health.org.uk) should be used to inform the Data Controller of any actual or suspected personal data breaches.
- 4.0 Third Parties. If the Data Controller has agreed to the Data Processor sub-contracting under clause 15.3 of this Contract, and the Data Processor sub-contracts any or all of the data processing to any third party then the Data Processor must ensure that obligations equivalent to this Schedule are imposed on any and all such third parties and the Data Processor shall remain fully liable for the performance of the obligations of such third parties.
- 5.0 Data Subject Rights. The Data Processor must provide all necessary assistance to the Data Controller on receipt of and in response to any requests from individuals either that it receives or the Data Controller receives. The legal timeframe to respond to such a request is 30 days, the Data Processor will therefore be required to respond to the requests of the Data Controller in order that the timetable may be met.



- 6.0 Cross-Border Transfers from the UK/ European Union. The Data Processor will not use any services that require personal data to be held or processed outside of the UK or the European Union, unless this has been specifically agreed in writing with the Data Controller (on the conditions that the Data Controller may reasonably specify).
- 7.0 Post-Termination. Upon termination of this Contract, the Data Processor shall return or securely destroy all personal data that formed part of the Contract and its processing, unless required by law or expressly justified in writing to the Data Controller.
- 8.0 Further assistance. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor shall assist the Data Controller to (i) ensure the security of personal data, (ii) notify any personal data breaches to affected data subjects and the data protection authority, (iii) assist with any data protection impact assessments, and (iv) assist with any consultations required with the data protection authority.
- 9.0 Audit. The Data Processor shall make available to the Data Controller all information necessary for the Data Processor to demonstrate compliance with this Schedule and the Data Processor shall contribute to audits, including inspections, conducted by the Data Controller or another auditor appointed by the Data Controller.
- 10.0 Particulars of Processing. The parties confirm that the particulars of processing are:
- Subject matter: [                                  ]
- Duration: [    ]
- Nature and purpose of processing: [                                  ]
- Type of personal data: [                                  ]
- Categories of data subjects: [                                  ]