

Template version: July 2023

Contract for Services (Public Benefit)

Date: [insert date on which both parties have signed this Contract for Services] (the "**Commencement Date**")

Unique Contract Reference:

Between:

(1) The Health Foundation

Registered Office: 8 Salisbury Square, London EC4Y 8AP
Registered Company Number: 01714937
Registered Charity Number: 286967
(**"Commissioner"**)

(2) [insert Provider Name]:

Registered Office/Principal address: [to be inserted]
Registered Company Number: [to be inserted]
Registered Charity Number [to be inserted]
(**"Provider"**)

The Commissioner and Provider hereby agree as follows:

1. Interpretation and Definitions

- 1.1 The definitions in **Schedule 1** apply to this Contract.
- 1.2 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to this Contract is as amended, waived, and/or supplemented from time to time.
- 1.5 Clause, Schedule and Paragraph headings shall not affect the interpretation of this Contract.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.7 This Contract shall be binding on, and be 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.
- 1.8 A reference to "writing" or "written" includes email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 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.

2. Purpose of Contract

The Commissioner wishes to procure the Services from the Provider in accordance with the terms of this Contract to support the Commissioner's furtherance of its Charitable Objects (including through public dissemination of any useful outputs subject to the provisions of **Schedule 5**).

3. Commencement and Duration

This Contract is effective from and including the Commencement Date and shall continue for the Contract Period, unless terminated earlier in accordance with clause 15 (Termination) or as otherwise agreed by the parties in writing.

4. Specification of Services

- 4.1 The Provider shall provide the Services in accordance with the Service Specification and the Timetable set out in **Schedule 2**.

4.2 No amendment to the Service Specification and/or the Timetable as set out in **Schedule 2** shall be effective unless made in writing and signed by a duly authorised representative of the parties.

5. Commissioner's obligations

The Commissioner shall co-operate with the Provider in good faith and where reasonably necessary to assist with the Provider's delivery of the Services, including by promptly responding to any reasonable requests from the Provider for further information or instruction as required to deliver the Services.

6. Provider's responsibilities

6.1 The Provider shall provide the Services and complete the Project:

6.1.1 in accordance with the Service Specification and terms of this Contract;

6.1.2 with the diligence, care, skill, application and precision to be expected of a skilled and competent provider of the Services in relation to projects such as the Project;

6.1.3 efficiently with the optimum use of resources so as to provide the Services at the lowest reasonably obtainable overall cost;

6.1.4 in a way which does not (in the Commissioner's reasonable view) do anything which could be prejudicial to the Commissioner's goodwill, image, reputation or Intellectual Property Rights;

6.1.5 in compliance with all legal and regulatory requirements, approvals and codes of practice applicable to the Services (including but not limited to all legal and regulatory obligations relating to health and safety, insurance, employment, clinical practice and confidentiality);

6.1.6 having obtained and maintaining all relevant consents, authorisations and approvals required to provide the Services, including but not limited to (where applicable) Medicines and Health Products Regulatory Agency approval for health software applications, and ethical approval and standards of research;

6.1.7 in compliance with the provisions and obligations contained in the Data Protection Legislation, and set out in **Schedule 7**;

6.1.8 if applicable, utilising a team led by specified personnel as set out in **Schedule 2** (subject to variation by written agreement between the parties) and otherwise engaging sufficient and appropriately qualified, skilled and experienced personnel to deliver the Services;

6.1.9 in accordance with good safeguarding practice, including notifying the Commissioner of any safeguarding incidents arising in connection with delivery of the Services, within five Working Days of becoming aware of it;

- 6.1.10 in accordance with any relevant policies and procedures that the Commissioner reasonably requests the Provider should comply with; and
- 6.1.11 ensuring that all personnel employed or engaged directly or indirectly in the performance of the Services are paid not less than the current Living Wage (as set by the Living Wage Foundation, an initiative of Citizens UK, registered charity number 1107264), as amended from time to time.

7. Right of substitution

- 7.1 The Provider may appoint one or more suitably qualified and skilled substitutes of equivalent expertise to perform the Services, provided that the Provider obtains the prior written consent of the Commissioner before any such substitution is made.
- 7.2 The Commissioner reserves the right to refuse any substitution request if the Commissioner determines in its reasonable view and having regard to the Service Specification, that the substitute has insufficient qualifications or expertise to carry out the Services.
- 7.3 If a substitute is appointed the terms and conditions of this Contract, in particular (but not limited to) the Service Specification and Price, will remain unchanged, unless otherwise agreed by both parties in writing.
- 7.4 For the avoidance of doubt, the Provider shall be solely responsible for any costs related to the appointment of a substitute in accordance with this clause 7 (Right of Substitution).
- 7.5 The Provider shall also be liable for all acts and/or omissions of any substitutes provided.

8. Payment for the Services

- 8.1 In consideration of the Services, the Commissioner will pay to the Provider the Price in accordance with the Payment Terms as set out in [Schedule 3](#).
- 8.2 For the avoidance of doubt, the Price is inclusive of all expenses and disbursements, and also inclusive of VAT.
- 8.3 Interest on any late payment by the Commissioner of the Price under this Contract shall be capped at 2% above the Bank of England's base rate.

9. Liaison

- 9.1 The Primary Contacts for each party are specified in [Schedule 2](#) and may be changed by a party giving reasonable written notice to the other party from time to time;
- 9.2 The parties shall each use their best efforts to ensure that their Primary Contacts liaise on a regular basis to facilitate the smooth delivery of the Services; and
- 9.3 The parties (including their Primary Contacts) shall promptly inform one another of any concerns in relation to the Services or project.

10. Monitoring

- 10.1 The Provider and the Commissioner shall closely monitor the delivery of the Services to ensure that the aims and objectives of the Project are being met.
- 10.2 The Provider shall allow the Commissioner's Primary Contacts and any other persons authorised by the Commissioner reasonable access to its employees, agents, premises, facilities and records for the purposes of discussing, monitoring and evaluating the Provider's delivery of the Services;
- 10.3 The Provider shall also comply with any peer review(s) and evaluation(s) arrangements in relation to the Services as set out in the Service Specification; and
- 10.4 Following any such peer review(s) the Provider may be required to make adjustments to the Services or Project as reasonably requested by the Commissioner.

11. Maintaining records and reporting

- 11.1 The Provider shall inform the Commissioner promptly, and in any event within three Working Days of becoming so aware, of any factor that will, or may, materially affect and/or change the provision of the Services and/or completion of the Project;
- 11.2 The Provider shall inform the Commissioner promptly, and in any event within three Working Days of becoming so aware, of any potential, or actual, conflict of interest arising in relation to the provision of the Services and/or completion of the Project;
- 11.3 Where applicable, the Provider shall make available on request evidence that ethical approval has been obtained.
- 11.4 The Provider shall use reasonable endeavours full and accurate records of all activities undertaken, data collected, and material produced in relation to the Services and follow the reporting timetable as set out in the Service Specification;
- 11.5 Where applicable, the Provider shall use reasonable endeavours to obtain consent from participants of the Project to allow the Commissioner to inspect records and data collected from such participants, including recordings and transcripts of interviews, to the extent necessary for the Commissioner to comply with any applicable legal, regulatory or contractual requirements. Where it is not possible to obtain consent from participants, the Provider shall provide suitably anonymised copies of such data upon request;
- 11.6 The Provider shall provide to the Commissioner, promptly on request, any other information requested by the Commissioner from time to time in connection with the Services and/or the Project (including, for the avoidance of doubt, any information requested by the Commissioner's auditors or required by law or regulation).

12. Publicity and Publications

- 12.1 No promotional materials relating to this Contract may be published by either party without the prior written consent of the other (not to be unreasonably withheld).

- 12.2 No publicity, publications, or disclosure, whether written or oral, relating to the Project may be issued by the Provider without the prior written approval of the Commissioner.
- 12.3 The Commissioner may publish the final Deliverables of the Project in whatever format and medium as it considers appropriate.
- 12.4 If the Provider is a University, it may request from the Commissioner a first right of publication of the Deliverables which should not be unreasonably withheld. If the Provider does not publish any results or outcomes of the Project within six months from the end of the Contract Period, the Commissioner may publish the final Deliverables without further discussion with or approval from the Provider.
- 12.5 The Provider's rights to make use of the Deliverables are set out in [Schedule 5](#).

13. Communications and branding

The Provider shall comply with the communication and branding requirements set out in [Schedule 6](#).

14. Dispute Resolution

The Dispute Resolution Procedure in [Schedule 4](#) shall apply in relation to any disputes in relation to this Contract.

15. Termination

- 15.1 Without affecting any other right or remedy available to it, and subject to clause 24 (Force Majeure), either party may terminate this Contract by giving three months' written notice to the other party to be delivered to its Primary Contact or any duly authorised representative.
- 15.2 Without affecting any other right or remedy available to it, and subject to clause 24 (Force Majeure), either party may terminate this Contract with immediate effect by giving written notice if the other party:
- 15.2.1 has acted, or failed to act, in such a way as would constitute a Breach which is irremediable or (if such Breach is remediable) the offending party fails to remedy that Breach within a period of 20 Working Days after being notified in writing to do so;
 - 15.2.2 has repeated a Breach, or committed a series of Breaches, 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 Contract;
 - 15.2.3 suffers any Insolvency Event.
- 15.3 Upon occurrence of a Breach or Insolvency Event, the Commissioner reserves the right to suspend all or part of any payments due and payable by it under this Contract until such Breach or Insolvency Event is resolved.
- 15.4 Without affecting any other right or remedy available to it, and subject to clause 24 (Force Majeure), the Commissioner may terminate this Contract immediately by

written notice if any member of the governing body, employee, consultant or volunteer of the Provider has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or (b) taken any actions that are likely to bring the reputation of the Project or the Commissioner into disrepute.

15.5 The termination of this Contract shall not affect the rights of either party that have accrued before termination of the Contract.

15.6 Any provision of this Contract that is expressly, or by implication, intended to have effect after termination shall continue in force for the intended period.

16. Obligations on termination and expiry

16.1 On expiry of the Contract Period or termination of this Contract for whatever reason the Provider shall:

16.1.1 within five Working Days deliver any Deliverables (whether or not then complete), and return any materials supplied by the Commissioner;

16.1.2 within five Working Days refund any fees paid by the Commissioner in respect of any Services which have not been performed by the Provider by the date of termination or expiry; and

16.1.3 immediately cease to represent/describe itself as a service provider of the Commissioner.

17. Representations and Warranties

17.1 The Commissioner represents and warrants that it is duly incorporated and validly existing under the laws of England and Wales.

17.2 The Provider represents and warrants that:

17.2.1 it has the necessary resources and expertise to deliver the Services and complete the Project; and

17.2.2 it shall perform its obligations under this Contract in a manner that does not, to the best of the Provider's knowledge, infringe, or constitute an infringement or misappropriation of, any third-party Intellectual Property Rights.

17.3 Each party represents and warrants to the other party that it has the requisite power and authority to enter into and perform its obligations under this Contract.

18. Limitation of Liability

18.1 Nothing in this Contract shall operate to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability which cannot be excluded or limited by law.

18.2 The Provider's total liability under this Contract, excluding losses contemplated by clause 19.1.1 to 19.1.3, shall be limited to the aggregate level of insurance coverage it is required to take out under Clause 21.2 (Provider insurance obligations).

- 18.3 The Commissioner's total liability under this Contract shall be limited to the Price.
- 18.4 Without prejudice to clauses 18.2 and 18.3, neither Party shall be liable to the other Party for:
- 18.4.1 loss of any business opportunities or damage to goodwill (whether direct or indirect); or
 - 18.4.2 any indirect or consequential loss or damage,
in each case arising under or in relation to this Contract, even if the first Party was aware of the possibility that such loss or damage might be incurred by the other Party.

19. Indemnity

- 19.1 Subject to clause 18 (Limitation of Liability), the Provider shall indemnify the Commissioner 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 or incurred or paid by the Commissioner arising out of or in connection with any claim brought against the Commissioner for:
- 19.1.1 actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt, use or supply of the Services or Deliverables;
 - 19.1.2 actual or alleged breach of the Data Protection Legislation; and
 - 19.1.3 actual or alleged breach of the confidentiality obligations under this Contract as set out in Clause 23 (Confidential Information).
- 19.2 Clause 19 shall survive termination of this Contract.

20. Intellectual Property Rights

The provisions of **Schedule 5** shall apply in relation to Intellectual Property Rights and the commercial exploitation of Intellectual Property Rights generated in connection with the Services and/or Deliverables.

21. Provider insurance obligations

- 21.1 During the term of this Contract (and for a period of 6 years after the expiry or termination of this Contract), the Provider shall take out and maintain in force, with a reputable insurer, policies of insurance reasonably appropriate to the activities they will carry out to provide the Services and complete the Project.
- 21.2 At a minimum, this shall include public liability insurance and professional liability / indemnity insurance (which includes sufficient coverage in relation to data privacy), in each case for a minimum amount of £5 million.

21.3 On the Commissioner's reasonable request, the Provider shall provide the Commissioner with copies of the insurance policies and appropriate evidence that they are in force.

22. Assignment and sub-contracting

22.1 This Contract is particular to the Provider and the Provider may not assign the benefit or obligations under this Contract without the prior written consent of the Commissioner.

22.2 The Provider may only sub-contract performance of its obligations under this Contract to sub-contractors if agreed in writing by the Commissioner.

23. Confidential Information

23.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or, if applicable, of any member of the group of companies to which the other party belongs, except as permitted by clause 23.2.

23.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract or for any internal or statutory reporting or audit requirements. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 23.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. If a party is subject to any such disclosure provision, the other will reasonably co-operate with any relevant notified obligation, subject to any contrary obligation of confidentiality upon that party.

23.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

23.4 Clause 23 shall survive termination of this Contract.

24. Force Majeure

24.1 Neither party shall be liable for any delay in performing any of its obligations under this Contract if such delay is caused by a Force Majeure Event.

24.2 A party experiencing a Force Majeure Event shall give the other party full particulars of the circumstances of the Force Majeure Event in writing promptly and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on its ability to perform its obligations under this Contract and to resume performance as soon as possible.

24.3 If the Force Majeure Event prevents, hinders or delays a party's performance of its obligations under this Contract for a continuous period of more than eight weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving two weeks' written notice to the affected party.

25. Notices

25.1 All notices and other communications in relation to this Contract shall be made in writing to the parties' Primary Contacts, or any other such authorised individuals notified in writing by one party to the other.

25.2 Such notices and communications shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

26. Non-Waiver

26.1 Any failure or delay by either party in enforcing the provisions of this Contract shall not affect the rights of that party, nor shall any waiver of rights in respect of any Breach operate as a waiver of any rights in respect of any other Breach.

26.2 No right, power or remedy under this Contract is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

27. Severability

27.1 If one or more of the provisions of this Contract are or become to any extent invalid or unenforceable under any applicable law, then the remainder of this Contract shall continue in full force and effect.

27.2 If the circumstances described in clause 27.1 transpire both parties shall negotiate in good faith to amend the affected provision(s) in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

28. Agency, Partnership and Joint Venture

28.1 This Contract is not intended to, nor shall it, create any agency, partnership or joint venture between the parties.

28.2 Neither party shall hold itself out as being entitled to represent or bind the other in any way.

29. Third Party Rights

This Contract does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

30. Extent of Contract

- 30.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, communications, representations, understandings, or arrangements between the parties, whether written or oral.
- 30.2 Neither party has relied on (and waives any right to make any claim in respect of) any agreements, promises, assurances, warranties, communications, representations, understandings or arrangements not expressly set out in this Contract, including any provision in a tender not confirmed in this Contract.

31. Data Analysis Platform

Schedule 8 shall apply where any usage is made of the Commissioner's Data Analysis Platform.

32. Variation

No variation to or waiver to this Contract is effective unless agreed in writing signed on behalf of both parties.

33. Costs and Expenses

Each party shall (except as otherwise expressly stated in this Contract or mutually agreed) bear its own costs and expenses in connection with the preparation, negotiation, and execution of this Contract.

34. Anti-bribery, anti-corruption, anti-tax evasion and modern slavery

- 34.1 The Provider must at all times:
- 34.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017;
 - 34.1.2 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with clause 34.1.1 above;
 - 34.1.3 commit to the prevention of any form of tax evasion in any areas of its business, in compliance with the Criminal Finances Act 2017;
 - 34.1.4 promptly report to the Commissioner any request or demand for any undue financial or other advantage of any kind received by a party or by any of that party's staff in connection with this Contract;
 - 34.1.5 promptly report to the Commissioner if it has a reason to suspect that fraud has occurred or is occurring or is likely to occur;
 - 34.1.6 comply with the provisions of the Modern Slavery Act 2015 and ensure that human trafficking is not taking place in any part of its business or any part of its supply chains.

34.2 Breach by the Provider of the provisions of this clause 34 shall be deemed to be an irremediable Breach of this Contract for the purposes of clause 15 (Termination) and the Provider shall indemnify the Commissioner for any loss it suffers as a result of a breach of this clause 34.

35. Governing Law

This Contract is governed by and shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Schedule 1

Definitions applicable in this Contract

In this Contract the following terms have the following meanings:

Term	Definition
<i>"Breach"</i>	a failure by a party to fulfil its obligations under this Contract;
<i>"Commencement Date"</i>	the date both parties have signed this Contract;
<i>"Confidential Information"</i>	<p>any information of a confidential nature (whether specifically marked as such or otherwise) obtained under, or relating to this Contract but not including information:</p> <ul style="list-style-type: none">(a) in the public domain (otherwise than by Breach);(b) in the lawful possession of the receiving party before the date of this Contract (other than through liaison between the parties in anticipation of this Contract);(c) obtained from a third party free to divulge it;(d) required to be disclosed by a court or other competent authority; or(e) properly disclosed on a confidential basis to staff, agents or professional advisers of the respective parties, for the purposes of this Contract.
<i>"Contract Period"</i>	as specified in Schedule 2 ;
<i>"Data Protection Legislation"</i>	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the

	use of Personal Data (including, without limitation, the privacy of electronic communications);
<i>"Deliverables"</i>	any outputs of the Services to be delivered by the Provider to the Commissioner as specified in Schedule 2 ;
<i>"Force Majeure Event"</i>	<p>any circumstance not within a party's reasonable control including, without limitation:</p> <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service;
<i>"Insolvency Event"</i>	the calling of any meeting of a party's creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation

	of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into liquidation;
<i>"Intellectual Property Rights"</i>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), 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;
<i>"Personal Data"</i>	Shall have the definition given to it under the Data Protection Legislation;
<i>"Price"</i>	the price for the Services specified in Schedule 3 ;
<i>"Primary Contacts"</i>	the individuals appointed by the Commissioner and the Provider to primarily represent them under this Contract; the initial Primary Contacts are specified in Schedule 2 ;
<i>"Project"</i>	a proposed or ongoing set of tasks, as specified in any Invitation to Tender and Tender leading to this Contract and as described in this Contract at Schedule 2 ;
<i>"Services"</i>	the services to be provided by the Provider in relation to the Project;
<i>"Timetable"</i>	the timetable for delivery of the Services as specified in Schedule 2 ;
<i>"University"</i>	an institution which provides higher education which are recognised as universities in law.
<i>"Work"</i>	as defined in Schedule 5 ;
<i>"Work IP Rights"</i>	as defined in Schedule 5 ;

<i>"Working Days"</i>	Monday to Friday inclusive but excluding bank holidays and public holidays in England and Wales;
-----------------------	--

Schedule 2

Service Specification

[please insert the following details]

1. Description of the Services:
2. Contract Period: From the Commencement Date to [insert date].
3. Delivery Timetable:
4. Liaison/meeting/review requirements:
5. Primary Contacts:
 - a. For Commissioner:
 - b. For Provider:

Schedule 3

Price and Payment Provisions

1. Price (inclusive of expenses and disbursements, as well as VAT): £ [insert figure].

The Commissioner is not able to recover VAT and as such VAT charged is a direct cost. Any change to the VAT rate after the time of signing cannot affect the Price without the prior agreement of Commissioner.

2. Payment Provisions:

2.1 Payment will be made against proper invoices issued in accordance with this Schedule and the final agreed budget (attach as an Appendix if appropriate) and the payment schedule in 2.6 below, subject to the applicable conditions and upon the applicable triggers.

2.2 All invoices should be emailed to invoices@health.org.uk in pdf format and should include the unique contract reference (if applicable), bank details for payment, the name of the Commissioner's Primary Contact, and a contact email address in case of any queries.

2.3 Payment shall be made by BACS by the Commissioner to the Provider within 30 days of receipt of a proper invoice.

2.4 The Price may only be varied by written agreement between the Provider and the Commissioner.

2.5 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.

2.6 Invoice date(s)

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

3. Bank Account and Confirmation of Financial Status

3.1 This section must be completed by an authorised member of your finance department:

Finance Reference

Payee name

Accounts receivable phone number

Remittance advice email address

Bank sort code

Bank name

Account number

Bank address

Account holders name

Legal entity (eg company, charity, educational institution, government body, NHS body)

Organisation/Individual's country of residence

Taxpayer Identification Number (if based outside the UK)

Signed by Finance Department Member completing details:

Name:

Position:

Schedule 4

Dispute Resolution

1. If a dispute arises in connection with this Contract, the Parties shall use their best endeavours to resolve it in accordance with the process set out in this Schedule 4.
2. Where a Party identifies a dispute in connection with this Contract, that Party shall write to the relevant Primary Contact providing full particulars of the matter and any relevant supporting documents.
3. In the first instance, the parties shall attempt to resolve the dispute through informal and good faith negotiations between the Primary Contacts (or such other persons who have the authority to settle the dispute in relation to this Contract).
4. If the dispute has not been resolved by the Primary Contacts within 10 Working Days of the matter being referred to the Primary Contacts, the matter shall be escalated to be resolved by direct liaison between more senior officers representing both parties.
5. If any dispute has not been resolved by such senior officers within a further 10 Working Days of the matter being referred to them, the matter may be referred at the option of either party, within a further 10 Working Days, for mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Effective Dispute Resolution (www.cedr.com).
6. If a dispute is referred to the Centre for Effective Dispute Resolution the parties shall engage with the Model Mediation Procedure in good faith and neither party shall start legal proceedings until such mediation procedure is complete.
7. The parties shall pay their own costs in relation to mediation, subject to any determination of the mediator formally requested by either party as part of the applicable mediation procedure.
8. If the parties remain unable to settle the dispute by following the applicable mediation procedure, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 35 (Governing Law) of this Contract, or such other means as the parties may mutually agree.
9. This Schedule shall not apply after a notice of termination of the Contract has been duly served.

Schedule 5

Intellectual Property Rights

[insert relevant IPR schedule]

Name of schedule	Description
IPR (a)	We own the IPR and the Provider does not have a licence to use
IPR (b)	We own the IPR and the Provider has a licence to use for specified purposes
IPR (c)	The Provider owns the IPR and we have a licence to use it for our charitable purposes

Schedule 6

Communications and Branding

1. The Commissioner may develop its branding materials to the specifics of the Projects. Once the specifications are confirmed, both parties will ensure that the branding developed is suitably adopted in all communications and media for example presentations, publications, academic articles, websites or videos, both internally and externally. In the absence of specific project branding the Commissioner's corporate branding will be used.
2. The Provider shall not publish any material that uses the Commissioner's name and logo without the prior written agreement of the Commissioner. When using the Commissioner's name and logo, the Provider shall follow the communications guidelines which outline how the Commissioner expects people, teams and organisations to communicate on its behalf. The Commissioner shall make this guidance available to the Provider.
3. When referring to the Project in communications and public statements, the Provider should use the Commissioner's corporate logo and/or the project-specific logo along with the following text:

“[project name] is/was supported by the Health Foundation, an independent charitable organisation working to build a healthier UK”

Or the following shortened version where space is restricted:

“Supported by the Health Foundation”.
4. Paragraph 1 shall not apply to any academic articles published by the Provider relating to the Project where instead the Provider shall only be required to include the Commissioner's logo.
5. If appropriate the Commissioner may lead on developing a set of core messages for the Project, which it will share with the Provider. Both parties will use reasonable endeavours to ensure that this language is used when communicating externally about the Project.
6. The Commissioner shall identify the Provider as the creator of any Deliverables and/or Works by including the following statement in any publication or oral presentation of the Deliverables and/or Works (or a substantial part of it): “[project name] or ‘this research’ is/was commissioned by the Health Foundation, an independent charitable organisation working to build a healthier UK, and produced by [Provider name]”, or such other wording as may be agreed between the parties from time to time.
7. The Provider must keep the Commissioner informed of notable developments which arise in the Services, Works, Deliverables or Project which might be of interest to an external audience and could be used by the Commissioner for communications purposes.
8. The Provider shall promptly notify the Commissioner if it is approached by an individual or organisation to speak about or publish media or promotional materials about the

Services, Works, Deliverables or Project and the parties will agree how to respond. For the avoidance of doubt, the Provider shall not enter into any speaking engagements or publish promotional materials in relation to the Services, Works, Deliverables or Project with third parties without the prior written agreement of the Commissioner.

9. The Provider may, subject to the written consent of the Commissioner, publish outputs from the Project in professional and peer reviewed journals and present related papers at conferences. The Provider is required to notify the Commissioner of all instances where such outputs are presented or published, including the publication date and details of where the publications can be accessed, such as a link to the article. The Provider hereby grants the Commissioner permission to share any such publications with external audiences.
10. The Commissioner may in its sole discretion undertake media work to promote the Project and retains the right to determine style and structure in accordance with its communication aims. The Commissioner will work with the Provider letting them know about plans for communication, such as a press release, and will share any communications materials about the Project for comment from the Provider agreeing a reasonable timeframe for response. If the Provider does not meet the deadlines agreed with the Commissioner, the Commissioner has the right to proceed with the communications activity.

Schedule 7

Data Processing Agreement

[insert relevant data processing template]

Schedule 8

Use of Data Analysis Platform

[insert DAP schedule if relevant or put N/A]

Agreement of Parties to the Contract

Signed for and on behalf of **THE HEALTH FOUNDATION** in its capacity as the **Commissioner** by its authorised signatories:

Signature: (1)

Name:

Position:

Date

Signature: (2)

Name:

Position:

Date

Signed for and on behalf of **[INSERT FULL LEGAL NAME]** in its capacity as the **Provider** by its authorised signatory:

Signature:

Name:

Position:

Date