

Master Services Agreement

Date _____

Contract Reference _____

Parties

- (1) **Guy's and St Thomas' Foundation**, incorporated and registered in England and Wales with company number 09341980 and registered with the Charity Commission for England and Wales with charity number 1160316, whose registered office is at The Grain House, 46 Loman St, London SE1 0EH operating as Impact on Urban Health (“**Impact on Urban Health**”); and
- (2) [[**Consultancy company/supplier**]] incorporated and registered in England and Wales with company number [●] whose registered office is at [●] / [**Name**] of [**Individual's address**] (the “**Consultant**”),

each a “**Party**” and together, the “**Parties**”.

Recitals

- (a) Impact on Urban Health's business consists of furthering the objects of Guy's and St Thomas' Foundation, which are: any charitable purpose or purposes relating to the general or any specific purposes of the Guy's and St Thomas' NHS Foundation Trust or its successor or the purposes of the health service (as described in section 1 of the National Health Service Act 2006 or any statutory modification of that section), including but without limitation by:
 - (i) securing improvements in physical and mental health;
 - (ii) securing improvements in the prevention, diagnosis and treatment of physical and mental illness; and
 - (iii) the promotion and protection of public health.
- (b) The Consultant carries out business [as a [●]/in the field of[●]].
- (c) Impact on Urban Health, in view of the Consultant's relevant skills, experience and knowledge, wishes to engage the Consultant to provide certain Services (as defined below) to Impact on Urban Health.
- (d) Impact on Urban Health shall engage the Consultant to provide the Services on and subject to the terms and conditions set out in this Agreement, including in Schedule 1 (*Terms and Conditions*) to this Agreement.

Agreed Terms

1. Interpretations

- 1.1. Unless expressly set out below or the context requires otherwise, the definitions and rules of interpretation set out in Schedule 1 (*Terms and Conditions*) apply to this Agreement.

2. Services and Statements of Works

- 2.1. Entering this Agreement does not of itself oblige Impact on Urban Health to engage the Consultant for, nor does it oblige the Consultant to provide or Impact on Urban Health to accept or pay for, any particular consultancy services. Neither Party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period.
- 2.2. Notwithstanding clause 2.1, Impact on Urban Health may procure any of the Services (as defined below) from [the date of this Agreement / insert date if later (or earlier)] (the “**Commencement Date**”) by agreeing a statement of work, using the template set out in Schedule 2 (*Template Statement of Work*), with the Consultant pursuant to this clause 2 (a “**Statement of Work**”). Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it .
- 2.3. If so procured, the Consultant shall provide any or all of the services specified below to Impact on Urban Health:
 - [insert details of work to be carried out and time for delivery (including any milestones). If the Consultant is a Company, insert details of any individuals identified who will carry out the Services]

(the “**Services**”).

- 2.4. The Consultant shall provide the Services from the date specified in the relevant Statement of Work.
- 2.5. Each Statement of Work shall be agreed in the following manner:
 - 2.5.1. [Impact on Urban Health shall ask the Consultant to prepare a draft Statement of Work for relevant Services required by Impact on Urban Health;
 - 2.5.2. within [NUMBER] business days of Impact on Urban Health's request, the Consultant shall notify Impact on Urban Health of any additional information it reasonably requires in order to prepare a Statement of Work;
 - 2.5.3. within [NUMBER] business days of receipt of the required information from Impact on Urban Health, the Consultant shall provide Impact on Urban Health with the draft Statement of Work requested;
 - 2.5.4. the Consultant and Impact on Urban Health shall discuss and agree that draft Statement of Work; and
 - 2.5.5. both Parties shall sign the draft Statement of Work when it is agreed.]

OR

2.5.6. [the Consultant to prepare a draft quarterly Statement of Work for Services required by Impact on Urban Health, and shall provide a copy of this to Impact on Urban Health 5 business days prior to the quarterly meetings between the Parties (the dates of such meetings to be mutually agreed by the Parties);

2.5.7. the Consultant and Impact on Urban Health shall discuss and agree that draft Statement of Work at the relevant quarterly meeting; and

2.5.8. each Party shall arrange for their respective authorised signatories to sign the Statement of Work within 10 business days of the meeting at which it was agreed.]

2.6. Once a Statement of Work has been agreed and signed in accordance with clause 2.5, no amendment shall be made to it except in accordance with clause 3 or in accordance with paragraph 13 (*Variation*) of Schedule 1 (*Terms and Conditions*).

3. Change Control

3.0. Either Party may propose changes to the scope or execution of the Services to be provided under the relevant Statement of Work, but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:

3.0.1. the Services to be provided under the relevant Statement of Work;

3.0.2. the timetable for the provision of the Services to be provided under the relevant Statement of Work; and

3.0.3. any of the other terms of the relevant Statement of Work.

3.1. If Impact on Urban Health wishes to make a change to the Services to be provided under the relevant Statement of Work:

3.1.1. it shall notify the Consultant, providing as much detail as is reasonably necessary to enable the Consultant to prepare the draft Change Order; and

3.1.2. the Consultant shall, within 5 business days of receiving Impact on Urban Health's request at clause 3.2.1, provide a draft Change Order to Impact on Urban Health.

3.2. If the Consultant wishes to make a change to the Services to be provided under the relevant Statement of Work, it shall provide a draft Change Order to Impact on Urban Health.

3.3. If the Parties:

3.3.1. agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

3.3.2. are unable to agree a Change Order, either party may require the disagreement to be escalated to their respective executive level for resolution.

4. Charges and Payment

- 4.0. In consideration of the provision of the Services by the Consultant, Impact on Urban Health shall pay the applicable charges (which are inclusive of any applicable VAT) as set out in the Statement of Work (the “**SoW Charges**”) [and any applicable costs as set out in clause 4.4 below], up to a maximum contract value of £[•], only payable where good faith provision of the Services took at least the number of [hours / days] to mean that the SoW Charges equal the maximum contract value.
- 4.1. [The SoW Charges shall be calculated on the basis of the daily fee rates for each individual person as set out in Schedule 3 (*Reference Charges and Payment Terms*) which are calculated on the basis of an eight-hour working day] / [The SoW Charges shall be fixed for the Services to be provided pursuant to the relevant Statement of Work].
- 4.2. Payment of the SoW Charges shall be subject to the Consultant’s satisfactory performance of the Services, in the reasonable opinion of Impact on Urban Health. If requested by Impact on Urban Health to remedy a deficiency, the Consultant shall do so promptly and without charge.
- 4.3. [The Consultant shall bear its own costs and expenses incurred during the provision of the Services] / [The following costs shall be payable by Impact on Urban Health, monthly in arrears, in addition to the SoW Charges, subject to submission of a valid invoice and receipts:
- 4.3.1. reasonable travel expenses [up to an aggregate maximum amount of £[•]];
 - 4.3.2. [other specific expenses]; and
 - 4.3.3. other reasonable expenses up to an aggregate maximum amount of £[•],
- in each case, inclusive of any applicable VAT.]
- 4.4. [The Consultant shall invoice Impact on Urban Health for the relevant SoW Charges at such times/dates as specified in the Statement of Work giving details of [the [hours/days] worked by the Consultant or any Substitute during the relevant period] the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during the relevant period] / [Set out alternative payment terms]. Invoices should be sent to grants@urbanhealth.org.uk, quoting the contract reference number noted at the top of this contract.
- 4.5. Impact on Urban Health shall pay each invoice submitted to it by the Consultant within 30 days of receipt, subject to the terms and conditions set out in Schedule 1 (*Terms and Conditions*) and invoices being submitted in accordance with clause 4.5, to a bank account nominated in writing by the Consultant, save in respect of any genuine dispute or query in which case the undisputed amount shall only be payable.
- 4.6. Impact on Urban Health shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to Impact on Urban Health at any time, including any overpayments of fees or expenses.

- 4.7. In the event that the deductions from the fees due to the Consultant referred to above are insufficient to repay all outstanding overpayments due to Impact on Urban Health, the Consultant shall make a payment of the balance owing to Impact on Urban Health immediately upon termination of the Agreement. Any exercise by Impact on Urban Health of its rights under this clause 4 shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 4.8. [Where Impact on Urban Health disputes all or part of an amount invoiced, Impact on Urban Health shall pay any undisputed amount in accordance with clause 4.6 and, following resolution of the dispute, the agreed figure in relation to the disputed amount. The Parties shall act in good faith in resolving any dispute.]
- 4.9. Payment in full or in part of the fees claimed under this Agreement shall be without prejudice to any claims or rights of Impact on Urban Health against the Consultant in respect of the provision of the Services.
- 4.10. [The Consultant agrees to indemnify Impact on Urban Health against any liability to pay any PAYE tax or class 1 National Insurance contributions should any such liability subsequently arise in relation to his fees or commission paid under this Agreement.]

5. Term

- 5.0. The Services shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this clause 5 or paragraph 8 (*Termination*) of Schedule 1 (*Terms and Conditions*), until [date] / [the [first] anniversary of the Commencement Date] [when, subject to clause 5.2, the Agreement shall terminate automatically without notice].
- 5.1. [Where a Statement of Work is uncompleted as at the expiry or termination of this Agreement, this Agreement will be deemed to continue until such Statement of Work is completed, unless Impact on Urban Health determines otherwise in written notice to the Consultant.]
- 5.2. [Either Party may terminate the Agreement by providing no less than [•] days' written notice to the other Party].
- 5.3. [This Agreement may be terminated at any time by mutual agreement of the Parties in writing.]

6. Terms and Conditions

- 6.0. Impact on Urban Health and the Consultant agree that the terms and conditions set out in Schedule 1 (*Terms and Conditions*) to this Agreement have been read and accepted as governing this Agreement.
- 6.1. This Agreement takes effect on the date stated at the head of this Agreement.

Signed by _____ duly authorised for and on behalf of **Guy's and St Thomas' Foundation** operating as Impact on Urban Health (*Impact on Urban Health*)

| |
|--|
| |
| (Signature) |
| |
| Signed by _____ [duly authorised for and on behalf of] Consultant (<i>Consultant</i>) |
| |
| (Signature) |

Schedule 1: Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this Agreement (unless the context requires otherwise).

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Background IP: all technical know-how and information known to a Party at the date of this Agreement of a confidential nature not in the public domain, together with all Intellectual Property Rights owned by or licensed to a Party at the date of this Agreement and, following the date of this Agreement, all technical know-how and information of a confidential nature (prior to it coming into the public domain) and Intellectual Property Rights owned by or licensed to a Party which is not Works.

Change Order: means an agreement to change a Statement of Work pursuant to clause 3.

Consultant Manager: the individual identified as such in a Statement of Work, or such replacement as is permitted pursuant to this Agreement.

Data Subject: has the meaning given in the Data Protection Legislation.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Consultant to Impact on Urban Health in relation to the Services.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the retained European Union law version of the General Data Protection Regulation (Regulation (EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) and any other applicable laws to the processing of personal data including the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended and all related regulations, as applicable and relevant to the Parties and the provision and/or receipt of the Services pursuant to this Agreement.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant, or where the Consultant is a company by its Staff, in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Milestone(s): a date by which part of all the Services specified in a Statement of Work is to be completed.

Personal Data: has the meaning given in the Data Protection Legislation

Processing: has the meaning given in the Data Protection Legislation and "Process", "Processed" and "sub-Process" shall be construed accordingly.

Services: the services provided by the Consultant in a consultancy capacity for Impact on Urban Health as more particularly described in the Agreement.

Staff: permanent and contracted workers of the Consultant who are:

- (a) named in this Agreement, or any Substitute, or
- (b) where no such person is named in this Agreement then all permanent and contracted (or otherwise howsoever engaged) workers of the Consultant who are involved in the provision of the Services.

Substitute: any individual engaged by the Consultant in accordance with paragraph 2.8.

Termination Date: the date of termination of this Agreement, howsoever arising.

Works: all records, reports, documents, databases, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a clause shall be to a clause of the main body of this Agreement and reference to a paragraph shall be to a paragraph of the relevant Schedule to this Agreement.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 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.
- 1.6 Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Reference to a company shall include any company, corporation or other body corporate, whatever and however incorporated or established.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.10 A reference to a "day" shall mean a period of 24 hours running from midnight to midnight.
- 1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.12 The Schedules to this Agreement form part of (and are incorporated into) this Agreement. Any reference to this Agreement includes the Schedules.

2. Duties and obligations

2.1 The Consultant shall:

- (a) provide the Services and Deliverables in accordance with each Statement of Work;
- (b) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of Impact on Urban Health;
- (c) ensure that the Services and Deliverables conform in all material respects with the description and standards set out in the relevant Statement of Work and that the Services and Deliverables are fit for purpose;
- (d) ensure that the Services are in accordance with standards and requirements that are applicable to services of the same nature as the Services;
- (e) co-operate with Impact on Urban Health in all matters relating to the Services;
- (f) comply with the obligations of the Consultant under this Agreement;
- (g) comply with reasonable requests of Impact on Urban Health;
- (h) obtain and at all times maintain during the term of this Agreement all necessary licences and consents and comply with all Applicable Laws in relation to the Services;
- (i) not do or omit to do anything which may cause Impact on Urban Health to lose any license, authority, consent or permission on which it relies for the purposes of conducting its business;
- (j) notify Impact on Urban Health in writing immediately upon the occurrence of a change of control of the Consultant; and
- (k) comply with any additional obligations imposed on it as set out in a Statement of Work.

2.2 The Consultant warrants and represents, for itself and where the Consultant is a company on behalf of its Staff, that:

- (a) it is, and where the Consultant is a company its Staff are, suitably qualified and authorised and has, and where the Consultant is a company its Staff have,

- the aptitude, skills and experience required to provide the Services;
- (b) it shall ensure that it has sufficient numbers of appropriately skilled Staff to provide the Services;
- (c) **[[name] (“Key Personnel”) shall perform the Services / lead the provision of the Services and such Key Personnel may only be changed with the prior written consent of Impact on Urban Health];**
- (d) it shall promptly inform Impact on Urban Health of the absence (or the anticipated absence) of any of its Staff who have been identified as providing the Services, and if so required by Impact on Urban Health, provide a suitable qualified replacement for such individual;
- (e) where Impact on Urban Health informs the Consultant that it is unhappy with the actions or performance of a member of the Consultant’s Staff, that it shall replace such individual, such replacement to be approved by Impact on Urban Health (such approval not to be unreasonably withheld or delayed);
- (f) it shall not, and where the Consultant is a company shall procure that its Staff shall not, breach, and shall not cause Impact on Urban Health to breach any Applicable Laws or regulatory obligation;
- (g) [it shall not, and where the Consultant is a company shall procure that its Staff shall not, sub-contract all or any part of its/their obligations under this Agreement and];**
- (h) it shall ensure that the Consultant Manager has authority to contractually bind the Consultant on all matters relating to the Services (including by signing Change Orders).
- 2.3 The Consultant shall be liable to Impact on Urban Health for any breach of this Agreement by its Staff **[(including, for the avoidance of doubt, [SUB-CONTRACTOR ENTITY OR NAME] to the extent involved in the provision of the Services in accordance with this Agreement)]** as if it were the Consultant who breached this Agreement. It is the Consultant’s responsibility to pass on its obligations under this Agreement to Staff.
- 2.4 If the Consultant is, or where the Consultant is a company its Staff are, unable to provide the Services due to illness or injury, the Consultant shall advise Impact on Urban Health of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with the Agreement in respect of any period during which the Services are not provided.
- 2.5 The Consultant shall use reasonable endeavours to ensure that it is, or where the Consultant is a company its Staff are, available at all times on reasonable notice to provide such assistance or information as Impact on Urban Health may require, this includes without limitation, any request from Impact on Urban Health of the Consultant to receive management accounts and / or any other financial information as Impact on Urban Health reasonably requires in order to monitor the Consultant’s compliance with this Agreement. The Consultant shall provide such information promptly, on request.
- 2.6 Unless the Consultant has been specifically authorised to do so by Impact on Urban Health in writing:
- (a) neither the Consultant nor, where the Consultant is a company, its Staff, shall have any authority to incur any expenditure in the name of or for the account of Impact on Urban Health; or
- (b) the Consultant shall not hold itself out, and where the Consultant is a company shall procure that its Staff shall not hold themselves out, as having authority to bind Impact on Urban Health.
- 2.7 The Consultant, or where the Consultant is a company its Staff, shall not publish any literature, deliver any lecture, or make any public communication relating to the business of Impact on Urban Health or on any matter with which Impact on Urban Health may be concerned unless it has, on each occasion, obtained the prior written permission of Impact on Urban Health.
- 2.8 The Consultant shall, and where the Consultant is a company procure that its Staff shall,:
- (a) comply with all Applicable Laws, regulations and sanctions relating to anti-bribery and anti-corruption and prevention of the facilitation of tax evasion including the Bribery Act 2010 and the Criminal Finances Act 2017;
- (b) promptly report to Impact on Urban Health any request or demand for any undue financial or other advantage of any kind received by the Consultant, or

where the Consultant is a company its Staff, in connection with the performance of this Agreement;

- (c) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Agreement comply with this paragraph 2.8; and
 - (d) on the Termination Date certify to Impact on Urban Health in writing its or his compliance with this paragraph 2.8. The Consultant shall, and where the Consultant is a company shall procure that its Staff shall, provide such supporting evidence of compliance as Impact on Urban Health may reasonably request.
- 2.9 In the event that the Consultant is a company, it may substitute another suitably qualified and skilled individual to perform the Services for Impact on Urban Health instead of the Staff but only with the prior written approval of Impact on Urban Health.
- 2.10 The Consultant shall, and shall procure that its Staff shall, report any safeguarding concerns to Impact on Urban Health as soon as practicable and in accordance with Impact on Urban Health's Safeguarding Policy and Procedure, available at <https://gstffoundation.org.uk/safeguarding/>, and at all times [act in accordance with such Policy and Procedure] / [have in place and operate in accordance with its own safeguarding policy]. It is the responsibility of the Consultant to ensure that it and its Staff are familiar with what safeguarding means in the context of the Services undertaken by them pursuant to this Agreement, and how they are to report concerns to Impact on Urban Health and, if applicable, any external agency.
- 2.11 The Consultant shall, or where the Consultant is a company its Staff shall procure that its Staff shall, promptly notify Impact on Urban Health if it receives any complaints in respect of its carrying out of the Services pursuant to this Agreement. The Consultant shall deal with any complaints received from any third party in a prompt, courteous and efficient manner and shall keep a written record of all such complaints received and of the action taken in relation to such complaints. Neither the Consultant, nor, if it is a Company, its staff, shall make any admissions or take any action which may be prejudicial to the defence or settlement of any such complaint, and shall assist Impact on Urban Health in

such manner as it may require in connection with such complaint.

3. Confidential information

- 3.1 Each Party shall treat as confidential all information obtained as a result of entering into or performing this Agreement that:
- (a) is marked as confidential; or
 - (b) relates to:
 - (i) the provisions of and subject matter of this Agreement; or
 - (ii) the other party, for example its financial information, employees and customers.
- 3.2 Neither Party shall, either before or after the Termination Date:
- (a) disclose any such confidential information to any person other than any of its directors or employees who needs to know such information to discharge their duties; or
 - (b) use any such confidential information other than to carry out this Agreement.
- 3.3 Each Party will ensure that any person to whom any such confidential information is disclosed by it complies with the restrictions in this paragraph as if they were party to this Agreement.
- 3.4 Notwithstanding the other provisions of this paragraph 3, either Party may disclose such confidential information:
- (a) where required by law;
 - (b) to its professional advisers, auditors and bankers provided they have a duty to keep the information confidential;
 - (c) to the extent it is already in the public domain through no fault of that Party; or
 - (d) to the extent the other Party has given prior written consent.
- 3.5 On the Termination Date or at any earlier time during the provision of the Services if so requested by Impact on Urban Health, the Consultant, and where the Consultant is a company its Staff, will immediately return to Impact on Urban Health all of the Deliverables and any of Impact on Urban Health's property in its, or where the Consultant is a company its Staff's, possession, custody or control,

including all documents, notes, records, plans, specifications and customer supplier and price lists, computer software (including any copies), keys and passes and any other items or equipment.

3.6 Each Party agrees that the provisions of this paragraph 3 are without prejudice to any other duties of confidentiality whether express or implied.

4. Data protection

4.1 For the purpose of this paragraph 4, capitalised terms which are not otherwise defined have the meaning given to them in the applicable Data Protection Legislation.

4.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 4 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

4.3 The Parties acknowledge and agree that in the course of providing the Services, the Consultant is the Data Processor and Impact on Urban Health is the Data Controller.

4.4 Without prejudice to the generality of paragraph 4.2, the Consultant shall, for any Personal Data it processes as a Data Processor in connection with this Agreement:

- (a) process that Personal Data only on the written instructions of Impact on Urban Health unless the Consultant is required by Domestic Law to otherwise process Personal Data. Where Consultant is relying on Domestic Law as the basis for processing Personal Data, the Consultant shall promptly notify Impact on Urban Health of this before performing the processing required by Domestic Law unless Domestic Law prohibits the Consultant from so notifying Impact on Urban Health;
- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those

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

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the United Kingdom unless the prior written consent of Impact on Urban Health has been obtained and the following conditions are fulfilled:
 - (i) Impact on Urban Health or the Consultant has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Consultant complies with reasonable instructions notified to it in advance by Impact on Urban Health with respect to the processing of the Personal Data;
- (e) assist Impact on Urban Health, at Impact on Urban Health's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) promptly notify Impact on Urban Health if it, or where the Consultant is a company its Staff, receives any complaints about the Processing of the Personal Data from third parties (including Data Subjects), and the

Consultant shall not make any admissions or take any action which may be prejudicial to the defence or settlement of any such complaint, and shall assist Impact on Urban Health in such manner as it may require in connection with such complaint.

- (g) notify Impact on Urban Health without undue delay on becoming aware of a Personal Data breach;
- (h) at the written direction of Impact on Urban Health, delete or return Personal Data and copies thereof to Impact on Urban Health on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4.

4.5 [Where the Consultant procures a sub-contractor to deliver parts of the Services, Impact on Urban Health consents to the Consultant appointing this sub-contractor as a third-party processor of Personal Data under this Agreement. The Consultant confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Agreement incorporating terms which are substantially similar to those set out in this paragraph 4. As between Impact on Urban Health and the Consultant, the Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 4.]

4.6 Each Party acknowledges and agrees that damages may not provide an adequate remedy for a breach of the terms of this paragraph 4 and that accordingly each Party is entitled, in addition to damages, to seek an injunction in the event of such breach to prevent the breach of the obligations contained in this paragraph 4.

5. Intellectual property

5.1 All Background IP used in connection with the Services shall remain the property of the Party making available the same in connection with the provision of the Services.

5.2 To the extent that any Background IP is provided:

- (a) Impact on Urban Health hereby grants a non-exclusive, royalty-free

revocable licence to the Consultant to use Impact on Urban Health's Background IP as required until termination or expiry of this Agreement (however caused) for the sole purpose of enabling the Consultant to perform its obligations under this Agreement; and

- (b) the Consultant hereby grants a non-exclusive, perpetual, irrevocable, royalty-free licence to Impact on Urban Health to use the Consultant's Background IP in connection with the provision of the Services and any Works, as part of the Works and any development of the Works as a whole and to the extent necessary for Impact on Urban Health to receive and enjoy the benefit of the Services and any Works.

5.3 Subject to paragraphs 5.1 – 5.2, all Intellectual Property Rights in the Works shall be the exclusive property of Impact on Urban Health. The Consultant hereby assigns, and where the Consultant is a company shall procure that its Staff shall assign, to Impact on Urban Health all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant holds, and where the Consultant is a company shall procure that its Staff shall hold, legal title in these rights and inventions on trust for Impact on Urban Health.

5.4 Impact on Urban Health hereby grants the Consultant a, royalty-free, non-exclusive, non-sublicensable and non-transferable licence to use any of the Intellectual Property Rights in the Works for the sole purpose of enabling the Consultant to perform its obligations under this Agreement.

5.5 The Consultant agrees promptly to, and where the Consultant is a company shall procure that its Staff shall, execute all documents and do all acts as may, in the opinion of Impact on Urban Health, be necessary to give effect to this paragraph 5.

5.6 The Consultant irrevocably waives, and where the Consultant is a company shall procure that its Staff irrevocably waive, all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Consultant has or will have, or where the Consultant is a company its Staff have or will have, in any existing or future Works.

5.7 Until such time as any Intellectual Property Rights in the Works are fully vested in Impact on Urban Health, the Consultant, or where the Consultant is a company its Staff, shall hold all rights, title and interest in any Work in trust for Impact on Urban Health absolutely.

6. Indemnity and limitation of liability

6.1 The Consultant shall have liability for and shall indemnify Impact on Urban Health for all and any losses, claims, damages, proceedings and actions which Impact on Urban Health may sustain or incur or which may be brought or established against it by any person and which in any case arises out of or in relation to or by reason of:

- (a) breach of any of the obligations assumed by the Consultant in this Agreement;
- (b) the negligence, recklessness or wilful misconduct of the Consultant, or where the Consultant is a company its Staff, in the provision of the Services;
- (c) personal injury (fatal or otherwise) to any person;
- (d) loss or damage to property and any interference with any rights whether public or private;
- (e) the breach of any warranty given under this Agreement;
- (f) any unauthorised act or omission of the Consultant, or where the Consultant is a company its Staff; or
- (g) any of the acts or omissions of the Consultant, or where the Consultant is a company its Staff, committed to the extent that they fall outside the scope of the Services or of the Consultant's, or where the Consultant is a company its Staff's, express or implied authority under this Agreement.

6.2 The Consultant further agrees to indemnify Impact on Urban Health against any claims of any nature which may be brought by it against

Impact on Urban Health in connection with the provision of the Services or the termination of this Agreement.

6.3 Impact on Urban Health may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

6.4 If any payment due to Impact on Urban Health under this paragraph 6 is subject to tax (whether by way of direct assessment or withholding at its source), Impact on Urban Health shall be entitled to receive from the Consultant such amounts as shall ensure that the net receipt after tax in respect of the payment is the same as it would have been were the payment not subject to tax.

6.5 Impact on Urban Health's total liability to the Consultant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement, shall be limited to the total charges paid by Impact on Urban Health under this Agreement.

6.6 Nothing in this Agreement shall limit or exclude the Consultant's or Impact on Urban Health's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its Staff, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

7. Insurance

7.1 The Consultant shall at its own cost obtain and maintain insurance against its, and where the Consultant is a company its Staff's, full liability under this Agreement by way of a proper, adequate and comprehensive policy of public liability insurance and professional indemnity insurance. The Consultant shall ensure that such policies are taken out with reputable insurers. The Consultant obtaining such insurance shall be a condition precedent of this Agreement. In the case that this Agreement takes effect prior to the Consultant obtaining such insurance the obligation of the Consultant to obtain and maintain such insurance under this paragraph 7.1 shall remain.

8. Termination

8.1 Without affecting any other right or remedy available, Impact on Urban Health may

terminate the Agreement with immediate effect, by written notice, with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) the Consultant is, or where the Consultant is a company its Staff are, guilty of gross misconduct or neglect of its or his duties in the performance of the Services;
- (b) the Consultant is, or where the Consultant is a company its Staff are, negligent in the performance of the Services;
- (c) the Consultant is, or where the Consultant is a company its Staff are, in material or persistent breach of any of its obligations under this Agreement;
- (d) other than as a result of illness or accident, after notice in writing, the Consultant wilfully neglects, or where the Consultant is a company its Staff wilfully neglect, to provide or fail to remedy any default in providing the Services; or
- (e) where the Consultant is a company, any member of Staff is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 52-week consecutive period without a replacement provided by the Consultant and approved by Impact on Urban Health.

8.2 Either Party may terminate the Agreement with immediate effect, by written notice, with, in the case of Impact on Urban Health, no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) Impact on Urban Health or the Consultant, as applicable, makes a resolution for its winding up, enters into a scheme or makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditor or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant.
- (b) The holder of any security over all or substantially all of the assets of Impact on Urban Health or the Consultant, as

applicable, takes any step to enforce that security and that enforcement is not discontinued within 30 days.

- (c) Impact on Urban Health or the Consultant, as applicable, is unable to pay its debts as they fall due.
- (d) Impact on Urban Health or the Consultant, as applicable, undergoes or suffers an analogous event to any of those specified in (a) to (c) above in any jurisdiction.
- (e) Impact on Urban Health or the Consultant, as applicable, commits any offence under the Bribery Act 2010 or the Criminal Finances Act 2017.
- (f) Impact on Urban Health or the Consultant, as applicable, commits a breach of the rules of any relevant regulatory authority in any jurisdiction.

8.3 The rights of Impact on Urban Health under paragraph 8.1 are without prejudice to any other rights that it may have at law to terminate the Agreement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by Impact on Urban Health in exercising its rights to terminate shall not constitute a waiver of these rights.

9. **Obligations on and consequences of termination**

9.1 On the Termination Date the Consultant shall:

- (a) immediately deliver to Impact on Urban Health all Deliverables and all property of Impact on Urban Health in its, or where the Consultant is a company its Staff's, possession or under its control;
- (b) irretrievably delete any information relating to the business of Impact on Urban Health stored on any magnetic or optical disk, memory or cloud storage and all matter derived from such sources which is in its, or where the Consultant is a company its Staff's, possession or under its, or where the Consultant is a company its Staff's, control outside the premises of Impact on Urban Health. For the avoidance of doubt, the contact details of business contacts made during the provision of the Services are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts;

- (c) immediately return any SoW Charges it has received and in respect of which the Services have not been provided; and
- (d) if so requested by Impact on Urban Health, provide all assistance reasonably required by Impact on Urban Health to facilitate the smooth transition of the Works to Impact on Urban Health or any replacement supplier appointed by it.

9.2 The following clauses and paragraphs shall continue in full force and effect after the Termination Date:

Paragraph 1 (*Interpretation*); paragraph 3 (*Confidential Information*); paragraph 5 (*Intellectual Property*); paragraph 6 (*Indemnity and Limitation of Liability*); paragraph 9 (*Obligations on and consequences of Termination*); paragraph 13 (*Variation*); paragraph 14 (*Severance*); paragraph 15 (*Rights and Remedies*); and paragraph 21 (*Governing Law and Jurisdiction*).

9.3 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.

9.4 Without prejudice to any other rights or remedies that Impact on Urban Health may have, the Consultant acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Consultant. Accordingly, Impact on Urban Health shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

10. Status

10.1 The relationship of the Consultant and Impact on Urban Health will be that of independent contractor and nothing in this Agreement shall render the Consultant, or where the Consultant is a Company any of its Staff, an employee, worker, agent or partner of Impact on Urban Health and the Consultant shall not hold itself out as such and, where the Consultant is a company, shall procure that its Staff shall not hold themselves out as such.

11. Notices

11.1 Any notice given under this Agreement shall only be effective if it is in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant Party at its registered office for the time being or by email to the address specified in paragraph 11.3. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of pre-paid recorded delivery or registered post, two clear days from the date of posting; or
- (c) if delivered by email, 24 hours from the time of sending (as recorded on the device the email was sent from).

11.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant Party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

11.3 The addresses and email addresses for service of notices are:

(a) Impact on Urban Health:

Address: Legal Counsel, The Grain House, 46 Loman St, London SE1 0EH

Email address:

legal@gsttfoundation.org.uk and [insert contract manager's email address]; and

(b) the Consultant

Address: [please insert]

Email address: [please insert].

12. Entire agreement

12.1 Each Party on behalf of itself acknowledges and agrees with the other Party that this Agreement constitutes the entire agreement and understanding between the Consultant and Impact on Urban Health and supersedes any previous arrangement, understanding or Agreement between them relating to the subject matter of this Agreement (which shall be deemed to have been terminated by mutual consent).

13. Variation

- 13.1 Any amendment or modification of this Agreement, waiver of any provision of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.
- 13.2 The delay or failure by any Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's rights thereafter to enforce those.
- 13.3 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

14. Severance

- 14.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Agreement.
- 14.2 If any provision or part-provision of this Agreement is deemed deleted under paragraph 14.1, the Parties shall negotiate in good faith to agree a replacement provision that to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Rights and remedies

- 15.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Assignment

- 16.1 Other than to another part of its group, neither Party shall voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Party.

17. Counterparts

- 17.1 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

- 17.2 Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual signature, by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

18. Third party rights

- 18.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 18.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

19. Force Majeure

- 19.1 Neither Party shall be liable to the other Party for any delay in or failure to perform any or all of its obligations under this Agreement, if the delay or failure is due to circumstances beyond its reasonable control including to the extent that these are beyond such control, industrial disputes, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation coming into force after the date of this Agreement, failure of technical facilities including failure of electrical power or air-conditioning, or default of suppliers or sub-contractors ("**Force Majeure**") except that:

- (a) this clause only applies if the claiming party:
- (i) could not reasonably have avoided the effects of the Force Majeure by taking precautions that, having regard to all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought reasonably have taken but did not take; and
 - (ii) used reasonable endeavours to mitigate the effect of the Force Majeure to carry out its obligations under this Agreement;

- (b) neither lack of funds nor a default or misconduct by any third party employed or engaged as an agent or independent contractor by the party claiming Force Majeure shall be a cause beyond the reasonable control of that party unless caused by events or circumstances which are themselves Force Majeure; and
 - (c) mere shortage of labour, materials, equipment or supplies shall not constitute Force Majeure unless caused by events or circumstances which are themselves Force Majeure.
- 19.2 A Party suffering an event of Force Majeure shall promptly notify the other Party of the nature and extent of the Force Majeure and if it prevails for a continuous or aggregate period of more than 3 months in total the other party may terminate this Agreement forthwith by notice in writing to the Party so prevented in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 20. Conflicts Of Interest**
- 20.1 Each Party shall promptly notify the other of any matters which could give rise to an actual or perceived conflict of interest or loyalty in relation to this Agreement.
- 20.2 Where an actual or potential conflict of interest or loyalty exists, the Parties shall agree an appropriate course of action to manage the conflict of interest or loyalty.
- 21. Conflict**
- 21.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Statements of Work, the provisions of this Agreement shall prevail.
- 22. Governing law and jurisdiction**
- 22.1 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.
- 22.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 2: Template Statement of Work

Date _____

Contract Reference _____

This Statement of Work has been agreed under the terms and conditions of the Master Services Agreement entered into by [Consultant] (incorporated and registered in England and Wales with company number [•]) and Guy's and St Thomas' Foundation (incorporated and registered in England and Wales with company number 09341980 and registered with the Charity Commission for England and Wales with charity number 1160316), operating as Impact on Urban Health executed _____ (the "**Contract**").

Services: *[List out all the Services to be provided under this Statement of Work. The Services should be derived from the overarching list of services in clause 2.]*

Impact on Urban Health contact: *[Name]*

Consultant Manager: *[Name]*

Personnel: *[List out the relevant individuals and their job titles.]*

Start date and term: *[Specify when the relevant Services will commence, and the term of this Statement of Work.]*

Impact on Urban Health Materials: *[List out Impact on Urban Health Materials, if applicable]*

Timetable: *[Set out the timetable for performing the Services]*

Milestones: *[Set out the milestones for the Services]*

Deliverables: *[Set out any deliverables for the Services]*

Acceptance Criteria: *[Set out any criteria for accepting the Deliverables or the Milestones]*

SoW Charges: *[Set out fixed fee or an estimate with reference to the day rates]*

| |
|---|
| <p>Signed by _____ duly authorised for and on behalf of Guy's and St Thomas' Foundation operating as Impact on Urban Health (<i>Impact on Urban Health</i>)</p> |
| <p>(Signature)</p> |
| <p>Signed by _____ [duly authorised for and on behalf of] [Consultant] (<i>Consultant</i>)</p> |
| <p>(Signature)</p> |

Schedule 3: Reference charges and payment terms

Time and materials:

Day rates and anticipated time allocation per quarter for Consultant's Staff are as follows:

| Level | Day Rate (inc. VAT) (based on an eight hour day) |
|-------|--|
| | |
| | |
| | |

[Impact on Urban Health shall not pay more than a total of £[•] for the Services (including any costs and expenses and applicable VAT) provided pursuant to this Agreement.]