Dated: 23.09.2024

NAME

("SHORT NAME")

And

DR JULIAN MEDICAL GROUP LIMITED

(the "Supplier")

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AGREEMENT FOR SERVICES

This Agreement is made DATE

Between:

(1) NAME ("SHORT NAME"), a company incorporated and registered in England and Wales/the United Kingdon (company number xxxxxx), with its registered address at ADDRESS

(2) Dr Julian Medical Group Limited, a company incorporated and registered in England and Wales/the United Kingdon (company number 09856896 whose) with its registered address at The 1921 Building, New Road, East Malling, Kent, ME19 6BJ ("the Supplier"),

together the "**Parties**".

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply in this Agreement:

Agreement	means this Agreement between the Parties, including the Schedules attached hereto;
Agreed Purposes	shall mean those purposes set out at (RECITALS; B, C) of the accompanying Data Sharing Agreement (Schedule 3);
Business Days	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Commencement Date	means COMMENCEMENT DATE;
Confidential Information	means any information which is marked as confidential, or is by its nature clearly confidential, including, without limitation, any information relating to that party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients and is disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by either party to the other;
Data Controller	shall have the meanings given to them in the Data Protection Legislation;
Data Discloser	means the Party transferring the Shared Personal Data to the Data Receiver;
Data Processor	shall have the meanings given to them in the Data Protection Legislation;
Data Protection Authority	means the relevant data protection authority in the territories where the Parties to this Agreement are established, being the Information Commissioner's Office (ICO) in the UK;

Commented [LA1]: Anything in highlight needs to be reviewed/updated/removed/added to relative to the service offering with the highlight removed before issue.
NAME = client name.
ALL content must be checked for accuracy prior to issue.

Data Receiver	means the Party receiving the Shared Personal Data from the Data Discloser;
Data Security Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data;
Data Subject	shall have the meanings given to them in the Data Protection Legislation;
Data Protection Legislation	Means (i) the Data Protection Act 2018 ("DPA") which enacts the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and then, unless and until the DPA is amended or updated from time to time, in the United Kingdom and then (ii) any successor legislation to the DPA or the GDPR;
EEA	means The European Economic Area set out in Schedule 3 – Data Sharing Agreement;
Force Majeure	any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the Party so prevented including, without limitation, strikes, lockouts or other industrial disputes (not to include the workforce of the Party) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or default of supplies or sub contractors but only if caused by an act of Force Majeure;
Instructing Customer	means the customer who has instructed NAME to arrange and provide the Services;
Instruction	means an instruction from NAME to the Supplier to provide the Services and "Instructions" shall be construed accordingly;
Party	means either NAME or the Supplier and any reference to "Parties" means both NAME and the Supplier;
Patient	shall mean those individuals referred to NAME or referred by NAME for the provision of services;
Personal Data	shall have the meanings given to them in the Data Protection Legislation;
Processing	shall have the meanings given to them in the Data Protection Legislation;
Run-Off Period	means the provision of the Services by the Supplier that have commenced prior to the termination or expiry date of this Agreement and that will continue to remain live post termination or expiry of this Agreement until such Service has been completed and for which the Supplier shall be paid at the amount set out in Schedule 1;

Schedule of Fees	means the fees payable under this Agreement as set out in Schedule 1;
Sensitive Personal Data	means the Personal Data and Special Categories of Personal Data to be shared between the Parties as set out in Schedule 4 of this Agreement;
Service Credit	means the amount payable to NAME by the Supplier for a breach of a Service Level as set out in Schedule 2;
Service Levels	means the standard of provision of the Services as set out in Schedule 2;
Services	means the services provided by the Supplier as set out in Schedule 1;
Shared Personal Data	means the Personal Data and Special Categories of Personal Data to be shared between the Parties as set out in Schedule 4 of this Agreement;
Special Categories of Personal Data	shall have the meanings given to them in the Data Protection Legislation;
Data Discloser Request	means the right of access to Personal Data provided to a Data Subject under the Data Protection Legislation;
Term	means the period this Agreement is in full force and effect pursuant to clause 2;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time or any other legislation enacted in the United Kingdom to give effect to Council Directive 23/2001 (as such directive is amended, consolidated or replaced from time to time).

1.2 Any reference in this Agreement to "writing", and any cognate expression, includes a reference to any communication effected by facsimile transmission, email, or similar means.

1.3 Any reference in this Agreement to a statute or any provision of a statute shall be construed as a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Agreement

2.1 This Agreement shall come into force on the Commencement Date and shall continue in full force and effect for a period of NUMBER (x) years (the Initial Term) therefrom unless terminated earlier by either Party in accordance with the provisions of this Agreement or otherwise.

2.2 This Agreement may be extended for a further period of NUMBER (x) years by agreement between the Parties reached no later than NUMBER (x) months prior to the end of the initial NUMBER (x) year period and for further NUMBER (x) year periods on the same basis by agreement between the Parties.

2.3 For the avoidance of doubt, any Instructions given after the date of this Agreement shall be governed by the terms contained herein and the Supplier's performance of the Services in whole or in part shall be deemed acceptance of this Agreement.

3. Supplier's obligations

3.1 The Supplier shall:

3.1.1 provide the Services as instructed to do so by NAME under this Agreement in a timely, prompt and diligent manner and with all reasonable due care and skill in accordance with good industry practice and in particular it's regulatory body and any relevant guidelines;

3.1.2 perform the Services with the degree of skill and diligence that would reasonably be expected from a skilled and experienced Supplier seeking in good faith to comply with its contractual and legal obligations and warranting that only appropriately qualified and trained staff are used in the provision of the Services;

3.1.3 comply with the Service Levels attached to this Agreement as outlined in Schedule 2;

3.1.4 keep detailed records of all things done in connection with the provision of the Services and shall, at NAME's request make such copies of records available for inspection.

3.1.5 accept all Instructions provided in writing by NAME unless the Supplier is able to give a full reasoned explanation showing why it would be unreasonable to expect the Supplier to accept the Instructions;

3.1.6 do nothing that damages, or might reasonably be expected to damage NAME's business interests, reputation or goodwill;

3.1.7 obtain authorisation from NAME where appropriate prior to undertaking any additional Services: any additional services taken which have not been pre-agreed with NAME, may result in non-payment;

3.1.8 notify NAME immediately if the Supplier is suspended or restricted by its or any regulating body or under investigation by its or any regulating body. During this period, this Agreement may be suspended between the Parties pending the outcome of any investigation;

3.1.9 acknowledge any complaints as notified to it by NAME and to provide NAME with a response and where possible to resolve any complaints in accordance with the relevant Service Level;

3.1.10 not to assign or sub-contract this Agreement or Services under this Agreement without the consent of NAME (not to be unreasonably withheld or delayed); for the avoidance of doubt any assignment or sub-contracting under this Agreement will not relieve the Supplier of its obligations and that the Supplier shall be responsible for the acts or omissions of its personnel, agents and sub-contractors;

3.1.11 where NAME has provided consent in respect of 3.1.10 above, the Supplier shall procure that any person, sub-contractor or agent , howsoever engaged by the Supplier shall comply with the Data Protection Legislation and the relevant clauses of this Agreement to the same extent as the Supplier is obliged to comply and the Supplier shall provide details of the contractual agreement with any such person, sub-contractor or agent to NAME upon demand in order for NAME to satisfy itself in respect of compliance;

3.1.12 acknowledge that NAME is unable to guarantee that the Supplier will receive Instructions under this engagement and NAME is not under any obligation to provide Instructions to the Supplier;

3.1.13 warrant that the Supplier its staff, sub-contractors or agents do not contact the Instructing Customer directly and that all correspondence whatsoever is done so through NAME including any correspondence flowing from the Services. If the Supplier receives correspondence from the

Instructing Company that was supposed to be for the attention of NAME, then the Supplier shall immediately notify NAME;

3.1.14 not to novate any of its obligations under this Agreement without the prior written consent of NAME (not be unreasonably withheld or delayed.)

3.1.15 implement a suitable consent process to enable the release of any consultation notes and documentation associated with the Service to NAME at the same time as any output report.

4. Clause 4 (Data Sharing)

Clause 4 has been replaced with a stand-alone Data Sharing Agreement, appended in Schedule 3**.**

5. NAME's Obligations

5.1 NAME agrees as follows:

5.1.1 in giving the Supplier Instructions NAME will provide the Supplier with a copy of all letters of instruction, enclosures and such other information (if any) available to NAME that may assist with the Instructions;

5.1.2 to source medical records where required;

5.1.3 to monitor Instructions to ensure appropriateness.

6. Service Performance

6.1 From the commencement date the Supplier shall perform the Services to meet or exceed the Service Levels attached to this Agreement as outlined in Schedule 2. All of the Service Levels are mutually exclusive.

6.2 NAME shall measure performance of the Supplier against the Service Levels as specified in Schedule 2.

6.3 The Supplier will evidence their compliance with the Service Levels as outlined in Schedule 2, via the provision of management information to NAME on a AGREED TERM basis.

6.4 Any failure to achieve any Service Level will be investigated by the Supplier and corrective actions will be taken and advised to NAME. Depending on the severity of the service failure the Supplier Account Manager shall immediately escalate the issue for resolution.

6.5 An "Agreement Service Failure" is where there is a failure by the Supplier to achieve any individual Service Levels for AGREED TERM E.G. 3 consecutive rolling months; or where AGREED LEVEL E.G. 2 or more Service Levels are failed within a AGREED TERM E.G. 12 month rolling period.

6.6 Where there has been an Agreement Service Failure, such failures shall be identified by the Supplier and discussed between the Parties and a written action plan to remedy such failures will be provided by the Supplier within AGREED TERM E.G. 30 days of identification for approval by NAME ("Rectification Plan"). Such plan will not contain any obligation on NAME's part to put NAME to any cost and / or expense whatsoever. Upon approval of the plan by NAME, it shall be implemented promptly by the Supplier to rectify the non-achievement of the Service Levels and to prevent recurrence of any such failures within the next AGREED TERM E.G 3-month period ("the Rectification Period").

6.7 NAME may terminate this Agreement upon at least AGREED TERM E.G 30 days' written notice to the Supplier if there has been an Agreement Service Failure and:

6.7.1 a Rectification Plan has been agreed and those failures are continuing following the expiry of the Rectification Period; or

6.7.2 the Rectification Plan could not be agreed by the Parties acting in good faith within AGREED TERM E.G 30 days of the first draft being produced.

6.8 Where any unreasonable delay is caused by NAME, such delay shall be taken into account in assessing the Supplier's compliance with the Service Level, save that it is understood that the Supplier and NAME are entitled to a reasonable period of time to respond to any matter and only where such response is delayed beyond a reasonable period of time may such delay be taken into account.

6.9 In the event that a Supplier failure results in the payment of service credits by NAME to an Instructing Customer, the Supplier agrees to provide NAME with service credits of an equal value. The Parties agree that any Service Credits paid by the Supplier are to be a true and accurate reflection of the loss suffered by NAME.

7. Remuneration and Payment Terms

7.1 Subject to clause 7.3, 7.4, 7.5 and 7.6 below, NAME shall pay the remuneration as specified in Schedule 1 and in accordance with the terms of this Agreement. The fees will remain fixed for the Term.

7.2 In the event that the Agreement is extended beyond the Initial Term, the Schedule of Fees set out in Schedule 1 will be subject to review. Any increase will be limited to a maximum increase equivalent to the percentage change in the Consumer Price Index during the Initial Term.

7.3 If any of the Services are deemed to be of unsatisfactory quality or do not comply (in whole or in part) with the, relevant regulatory or legislative requirements or the Service Levels set out in Schedule 2 to this Agreement, then NAME reserves the right to withhold payment (in whole or in part) if the breach is not remedied within AGREED TERM E.G 10 days of notification to the Supplier or if applicable, charge the Supplier the relevant amount in connection with the Service Credit regime as has been agreed between the Parties at Schedule 2.

7.4 NAME shall suspend all payments for work in progress in the event that the Supplier is under investigation or struck off by its regulatory body.

7.5 Any fees imposed for non-compliance with the Service Levels shall be taken by way of a reduction of the fee payable for the Services.

7.6 NAME shall only be responsible for the payment of fees where NAME has provided an Instruction to the Supplier. For the avoidance of doubt, if the Supplier provides Services directly to the Instructing Customer or to any third party, NAME shall have no responsibility to pay any fees arising from such instruction unless the Services have been authorised by NAME.

7.7 The Supplier is required to provide NAME with relevant bank account details for payment of fees by BACS before or upon signature of this Agreement. For the avoidance of doubt, NAME shall only make payments to a UK bank account.

7.8 The Supplier shall submit a detailed invoice in respect of the Services at the end of each month during the Term which NAME agrees to pay in full without deduction or set off within AGREED TERM E.G. fourteen (14) days of the date of receipt of the invoice. Interest is payable at the bank of England rate if invoices are not paid by AGREED TERM E.G. thirty (30) days.

7.9 Save as the context requires or as otherwise stated in this Agreement, all references to payments made in this Agreement are references to such payments exclusive of any Value Added Tax chargeable in respect of the supply of the Services and where such payments fall to be made under this Agreement, such Value Added Tax shall be added to the amount at the rate applicable, if any, and paid in addition thereto subject to production of a valid and properly numbered VAT invoice.

7.10 Without prejudice to any other right or remedy NAME may have, NAME shall be entitled to set-off any payment owed by it to the Supplier under the Agreement against any sums that are due and payable by the Supplier to NAME under the Agreement and/or any other agreement.

8. Confidential Information

8.1 Save for performance of obligations under this Agreement, neither Party shall use or disclose or allow to be used or disclosed, any Confidential Information of the other during the term of this Agreement, or after its termination.

8.2 Obligations in connection with confidentiality imposed by 8.1 shall not apply to any information which the recipient Party can prove:

(i) was already known to it prior to its receipt from the disclosing Party; or

(ii) was subsequently disclosed to it lawfully by a third party who lawfully obtained the Information and who was not bound by any obligation of confidence in respect of the Information to the disclosing Party; or

(iii) was in the public domain at the time of receipt by it or has subsequently entered into the public domain other than by reason of a breach of the provision of this clause or a breach of any obligation of confidence owed by it to the disclosing Party; or

(iv) it is required to disclose the Confidential Information by law.

8.3 For the avoidance of doubt, Confidential Information shall include details of the fees paid by NAME to the Supplier.

8.4 The Supplier shall not be entitled to use NAME logo nor any mark or name confusingly similar to NAME logo in respect of any material (including advertising and stationery material) without the prior written consent of NAME, which NAME may at its absolute discretion withdraw or withhold.

9. Termination

9.1 NAME may terminate this Agreement with immediate effect if the Supplier breaches this Agreement and the breach cannot be remedied.

9.2 NAME may terminate this Agreement with immediate effect if the Supplier is struck off by his relevant regulatory body or commits any criminal offence or is charged with any offence for which they are under investigation. Such termination shall not affect any other existing or future rights or remedies that NAME has or will have under this Agreement.

9.3 NAME may terminate this Agreement with immediate effect if the Supplier commits any act or omission which significantly damages, or might reasonably be expected to significantly damage, the business interests, reputation or goodwill of NAME or the reputation or goodwill of the Instructing Customer.

9.4 Termination under clauses 9.1, 9.2 or 9.3 above shall be without prejudice to any other rights or remedies that NAME may have.

9.5 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

9.5.1 the other Party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 25 days of that Party being notified in writing of the relevant breach; or

9.5.2 an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other Party; or

9.5.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

9.5.4 a receiver is appointed of any of the other Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or

9.5.5 the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

9.5.6 the other Party ceases, or threatens to cease, to trade; or

9.5.7 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

9.6 Without prejudice to any other rights or remedies which the Parties may have, this Agreement may be terminated for convenience, by the service of three months' notice by one Party upon the other.

10. Effects of Termination

10.1 The Supplier agrees to deal with any further correspondence in outstanding Services in accordance with the terms of this Agreement and to comply with any reasonable instructions relating to the same.

10.2 Upon expiry or termination of this Agreement and subject to providing Services under clause 10.3, the Supplier shall forthwith cease to use, either directly or indirectly any Confidential Information or Personal Data acquired in the course of the provision of the Services and shall return to NAME (or destroy, at NAME's sole discretion) and permanently delete from the Supplier's information technology systems any copies of Personal Data, Client information and/or Confidential Information of NAME in the Supplier's possession or control for the purposes of or in connection with this Agreement. In the event that Personal Data and/or Confidential Information is held by the Supplier in paper form, the Supplier shall either return or (securely destroy, at NAME's sole discretion) by shredding using a cross-cut shredder and certifying to NAME that it has done so. For the avoidance of doubt, once any Services are completed under clause 10.3, the supplier shall comply with this clause 10.2

10.3 Upon termination of this Agreement for any reason, the Supplier shall, if required by NAME co-operate fully with NAME, and if appropriate NAME's Instructing Customer and any replacement provider so that the transfer of responsibility for the provision of the Services previously performed by the Supplier under this Agreement is achieved with the minimum of disruption and so as to

prevent or mitigate any inconvenience to NAME or its Instructing Customer. For the avoidance of doubt, this includes any Run-Off Period.

10.4 Termination of this Agreement shall be without prejudice to any accrued rights and remedies available to either Party and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected

11. Force Majeure

11.1 If any Party is affected by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question.

11.2 Notwithstanding any other provision of this Agreement, neither Party shall be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure, and the time for the performance of that obligation shall be extended accordingly. If a Force Majeure event continues for a period greater than 30 days' duration, then the unaffected Party will have the right to terminate the Agreement with immediate effect. Such termination shall not affect any other existing or future rights or remedies that a Party has or will have under this Agreement.

12. TUPE

12.1 If the termination or expiry of this Agreement gives rise to a transfer under TUPE of any supplier representative from the supplier to NAME or the new service provider, the supplier shall:

12.1.1 perform and discharge all its obligations in respect of all the Outgoing Employees and their representatives up to and including the Service Transfer Date;

12.1.2 comply with its obligations under Regulation 11 of TUPE and provide the NAME and (if applicable) the New Service Provider with all information which it reasonably requires (including information on any existing collective agreements covering the Outgoing Employees);

12.1.3 pay all sums due to or in relation to the Outgoing Employees up to and including the Service Transfer Date (whether arising under common law, statute, equity or otherwise) including all salaries, wages, bonus or commission, expenses, National Insurance and pension contributions, liability to Taxation and other sums payable in respect of any period up to and including the Service Transfer Date;

12.1.4 comply in all respects with its obligations under Regulation 13 of TUPE in respect of the Outgoing Employees.

13. Dispute Resolution

13.1 If a dispute arises in relation to any aspect of this Agreement, the representatives of the Supplier and NAME responsible for the administration of this Agreement shall first consult and discuss in good faith in an attempt to come to an agreement in relation to the disputed matter. If the Parties fail to resolve the dispute at that level within a reasonable period of time (having due regard to the nature of the dispute and the operational necessity for its resolution), the dispute shall be escalated to the respective responsible company directors within each party for resolution.

13.2 If the dispute remains unresolved between the Parties AGREED TERM E.G. after 14 days after it has been referred to the directors of the Parties pursuant to clause 13.1 above, then:

13.2.1 if the Parties so agree, the Parties may proceed to mediation provided by the Centre for Effective Dispute Resolution (or such other body as the Parties may agree); or

13.2.2 if the Parties so agree, the Parties may proceed to arbitration by an arbitrator recognised by the Chartered Institute of Arbitrators; or

13.2.3 the Parties may employ any other method or procedure for the resolution of disputes as may be agreed between them; and

13.3 if no such agreement is reached between the Parties as to which course of action to take pursuant to clause 13.2 above within AGREED TERM E.G. a period of 7 days, both Parties shall be entitled to pursue the matter in law.

13.4 each Party shall provide all reasonable assistance to the other in resolving any dispute that may arise between NAME and the Supplier which relates in any way to the performance, acts or omissions of the relevant Party.

13.5 Nothing in this Agreement shall limit a party's ability to seek injunctive relief from a court.

13.6 The Supplier shall continue providing the Services during the occurrence of any dispute and NAME shall continue to pay the fees.

14. Liability & Indemnities

14.1 Neither Party shall be liable to the other for any indirect or consequential loss of profits, business, revenue, business opportunities, goodwill, goods, contracts, use, corruption of data or information, anticipated savings or pure economic loss or damage.

14.2 Liability of either Party in respect of any claim for breach of contract, negligence, breach of statutory duty, restitution or other claim in relation to this Agreement shall in the aggregate be limited as follows:

14.2.1 in respect of clause 14.4 and any claim for personal injury or death caused by the negligence of either Party or for fraud, no limit shall apply; and

14.2.1 in respect all direct liabilities, losses, damages, costs or expenses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by NAME arising out of any claim made against it in relation to any breach by the Supplier of the Data Protection Legislation or the Supplier's obligations under clause 4 no limit shall apply; and

14.2.2 in respect of any other claim, it shall in no event exceed the greater of a sum equal to the value of the fees paid or payable by NAME to the Supplier for the Services in the 12 months preceding such claim or £250,000.

14.3 Neither Party shall have any liability in respect of any claim for breach of contract, negligence, breach of statutory duty or other claim in respect of any delay or failure by a Party to perform any of its obligations under this Agreement where such failure results directly or indirectly from any negligent or wilful act or omission of a Party, its agents, subcontractors or contractors.

14.4 Notwithstanding anything else in this Agreement, the Supplier agrees to indemnify and keep the NAME indemnified in respect of all costs, losses, claims, demands and expenses (including legal fees and expenses) and interest suffered by NAME, against claims arising from a third party that may incur in relation to or in connection with the provision of the Services which arises from the Suppliers:

(i) wilful default;

(ii) fraud; or

(iii) a breach of clauses:

14.5 The Parties agree that the foregoing limitations and exclusions represent the Parties' agreement based on the level of risk assumed by NAME and the Supplier in connection with this Agreement.

14.6 The Supplier shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this agreement, evidence of such to be made available to the Purchaser within AGREED TERM E.G. seven (7) days of request:

Employers Liability - £10 million per occurrence
Product Liability - £5 million per occurrence
Public Liability - £5 million per occurrence
Professional Indemnity - £5 million per occurrence

For the avoidance of doubt, any limits set out in the insurance will not limit the Supplier's liability under this Agreement in any way whatsoever

14.7 The Parties expressly agree that should any limitation or provision contained in this clause 14 be held to be invalid under any applicable statute or rule of law it shall, to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

15. Anti-bribery and corruption

15.1 Both Parties agree and undertake that they shall:

15.1.1 comply with all applicable laws, regulations and financial sanctions relating to antibribery, terrorism and anti-corruption, including the Bribery Act 2010 (the Relevant Requirements); 14

15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

15.1.3 have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and enforce them where appropriate;

15.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the first Party in connection with the performance of the obligations under this Agreement; and

15.1.5 warrant that no offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, has been or shall be made, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement.

16. General

16.1 Each Party agrees that:

16.1.1 this Agreement together with any documents referred to herein or any side letters supplied by NAME with this Agreement constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the Services;

16.1.2 in entering into this Agreement neither Party has relied on any pre-contractual statement; and

16.1.3 the only remedy available to either Party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against any other Party in respect of any pre-contractual statement or misrepresentation except for fraud; and

15.1.4 Clause 3 (Supplier's Obligations), 4 (Data Sharing), 6 (Service Performance), 8 (Confidential Information), 10 (Consequences of Termination), 12 (TUPE), 14 (Liability and Indemnities) and 15 (General) shall survive the expiration or termination of this Agreement.

16.1.5 To give notice under this Agreement, a letter must be delivered personally or sent by pre-paid recorded first class post or facsimile transmission to the address or fax numbers set out below or to any other address or fax number given in writing. The Parties may serve notice by e-mail provided that such email is followed by letter sent to the address set out below. A notice delivered by hand is served when delivered, a notice sent by first class recorded post is served 48 hours after posting and a notice served by fax or email is served when the fax or email is sent.

NAME ("NAME")

Address: ADDRESS

Email: EMAIL ADDRESS

For the attention of: NAMED INDIVIDUAL(S)

Dr. Julian Medical Group Limited ("Dr-Julian")

Address: The 1921 Building East Malling Business Centre, New Road, East Malling, Kent,

ME196BJ

Email: julian@dr-julian.com

For the attention of: Julian Nesbitt

16.1.6 the invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

16.1.7 no waiver by either Party of any breach or non-fulfilment by the other Party of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

16.1.8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than NAME and the Supplier shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.

16.1.9 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the Parties hereto or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

16.1.10 the Parties may request a change to this Agreement by writing to the other Party. Any change will only become effective once agreed in written and signed by both Parties.

16.1.11 this Agreement shall be governed by and construed in accordance with English law and the English language and each Party shall submit to the exclusive jurisdiction of the English courts.

Date:	Date:
Signed	Signed
Name:	Name:
Duly authorised to sign for and on behalf of NAME.	Duly authorised to sign for and on behalf Of the Supplier.

Schedule 1 – The Services & Fees

The following table sets out the fees payable for the Services. The fees do not include value added tax which shall, if applicable, be payable by NAME to the Supplier at the then prevailing rate and in the manner prescribed by law.

The fees are the only amounts payable by NAME under this Agreement. All other costs, charges and expenses that relate to the Supplier's performance of its obligations under this Agreement and the provision of the Services shall be borne by the Supplier unless expressly agreed otherwise in written by NAME.

All sums due under this Agreement shall, unless the subject of a bona fide dispute, be paid by NAME within thirty (30) calendar days of the date of receipt of a proper invoice. For the avoidance of doubt NAME shall pay to the Supplier the undisputed element of the sum due and the disputed element shall be dealt with in accordance with clause 13.

If the Supplier owes NAME money under this Agreement then NAME may deduct this from any money that is owed by NAME to the Supplier under this Agreement.

Contract-specific rates	
Service(s) Adjust to reflect agreed services and dates/timeframes as applicable (delete this note before issuing)	**Price Ex. VAT Adjust to reflect agreed rates (delete this note before issuing)**
Clinical Psychologist Assessment session + Full Assessment Report:	N/a
Clinical Psychologist Treatment Session	£140
Interim Treatment report	N/a
Assessment session:	£75.00
Step 2 treatment:	£40.00
Step 3 CBT:	£75.00
Step 3 CFD:	£75.00
Step 3 EMDR:	£75.00
Step 3 General Counselling:	£75.00
Step 4 CBT	£85.00
Non engagement fee: (referrals who do not engage with the Dr-Julian service within 14 days and after multiple contact attempts are discharged).	£15.00
DNA and late notice cancellation (<48 hours)	Priced as appointment
Cancellation over 48 Hours/Therapist Cancellation.	£0

All prices above are per appointment.

The fees shall be fixed for the Initial Term, thereafter fees shall be revised upon each anniversary of the Commencement Date in accordance with the percentage change (if any) recorded in the UK Consumer Price Index (CPI) for the preceding twelve-month period.

Where applicable, VAT will be added at the prevailing rate as at the date of invoice.

Schedule 2 – Service Levels

The Supplier will comply with these Service Levels at all times during the provision of the Services:

Referral Service Levels			
Service Type	**Frequency**	**Details**	**% completed successfully within timescale**
Mental Health and Trauma referrals	Monthly	DEFINED PERCENTAGE % of therapy commenced within NUMBER OF DAYS E.G. 9 working days of authorisation.	95%

The Supplier shall provide Clinical Psychology Therapeutic Services.

All patients will be experiencing symptoms of anxiety and depression, relating to Occupational Trauma and Post Traumatic Stress Disorder (PTSD). (Adults 18+).

All patients will receive a full assessment, including a full assessment report, delivered by a HCPC Registered, qualified Clinical Psychologist (ClinPsyD). The Clinical Psychologist will have substantial experience and expertise in the assessment and treatment of occupational related trauma.

Treatment Sessions will be provided by the Clinical Psychologist on a weekly/ bi-weekly basis. An interim (mid treatment) and discharge report (end of treatment) will be provided that will contain occupational recommendations for patient's ongoing treatment and care at work.

Any therapy provided will be compliant with NICE guidelines, congruent with the BPS Code of Ethics and Conduct, and compliant with the HCPC guidance of clinical practice.

The service will be provided 7am until 11pm 7 days a week.

Technical Service Levels		
Admin Access and control • Ability to create admins, tenancies, book patients to complete referrals • Access to reporting functionality within the Dr-Julian platform • Ability for the client to track and record all current and discharged patients • Visibility on all extensions over the allotted session - requested and approved/declined	Uptime	99%
Counselling & Psychology Services - telephone and video • Initial Assessment module on request of NAME admin	Frequency	> 95%

Schedule 3 – Data Sharing Agreement

This Agreement is made between:

(1) NAME a registered company no. xxxxxx whose registered address is ADDRESS, and

(2) Dr Julian Medical Group, a registered company no. 09856896 whose registered address is: The 1921 Building, New Road, East Malling, Kent, ME19 6BJ ("the Supplier")

RECITALS:

(A) The Supplier has been engaged by NAME to supply Mental Health & Wellbeing pursuant to an agreement dated on or around the date of this Agreement (the "**Services Agreement**").

(B) In connection with the supply of the Services by the Supplier, the Parties will process certain personal data.

(C) This Agreement sets out the Parties' shared understanding of the way in which Personal Data will be processed and shared by the Parties.

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement the following definitions and rules of interpretation apply:

Agreement	Means this Agreement between the Parties, including the Schedules attached hereto.
Commencement Date	Means the effective date of the Services Agreement.
Controller	Has the meaning given in the UK GDPR.
Controller Data	Means the Personal Data which it is necessary to share between the Parties in connection with the Services, as further specified in

Schedule 4 – Data Processing Details.

Data Protection Laws	means all applicable data protection and privacy legislation, regulations and guidance including: (i) Regulation (EU) 2016/679) (as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020, together forming the "**UK GDPR**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) the Data Protection Act 2018; and (iii) all applicable law about the processing of Personal Data and privacy; 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.
Data Subject	Has the meaning given in the UK GDPR.
ICO	Means the UK Information Commissioner's Office (including any successor or replacement body).
Party	Means either the Supplier or NAME and any reference to "Parties" means both the Supplier and NAME.
Personal Data	Has the meaning given in the UK GDPR.
processing	Has the meaning given in the UK GDPR and **"process"** and **"processed"** shall be construed accordingly.
Services	Means the services to be provided by the Supplier pursuant to the Services Agreement.
Services Agreement	Has the meaning given in Recital A.
UK GDPR	Has the meaning given in the definition of Data Protection Laws above.

2. Any reference in this Agreement to "writing", and any cognate expression, includes a reference to any communication effected by facsimile transmission, email, or similar means.

3. Any reference in this Agreement to a statute or any provision of a statute shall be construed as a reference to that statute or provision as amended or re-enacted at the relevant time.

4. The headings in this Agreement are for convenience only and shall not affect its interpretation.

5. Any attachments or enclosures (such as schedules, appendices or documents setting out the Services) form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include such attachments and enclosures.

6. To the extent that there is an inconsistency between the terms of this Agreement and the Services Agreement this Agreement shall prevail.

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

8. Words in the singular shall include the plural and vice versa.

9. Duration

This Agreement shall be effective from the Commencement Date and remain in full force and effect for so long as the Personal Data contemplated herein is required to be processed by the Parties.

10. Purpose

The Parties expressly acknowledge and agree that the Services to be provided by the Supplier give rise to different respective obligations and responsibilities on the Parties in respect of the Data Protection Laws, and in particular that this Agreement sets out the respective responsibilities of the Parties in respect of Controller Data.

11. Controller Data

11.1 The Parties expressly acknowledge and agree that both Parties are independent Controllers in respect of their respective processing of Controller Data, on the basis that each Party determines the purpose and means of processing that data.

11.2 When processing Controller Data, the Parties shall comply with the obligations set out in this Agreement and the Data Protection Laws.

11.3 The Parties agree that the Controller Data will only be processed by them each respectively as far as is necessary according to their distinct purposes, in order to fulfil the obligations as set out in the Services Agreement and otherwise only in compliance with the Data Protection Laws.

11.4 The Parties further agree that they will share Controller Data under this Agreement, to the extent necessary in connection with their respective purposes and functions, and as further set out in Data Processing Details.

11.5 The Parties will be individually and independently responsible for complying with all aspects of the Data Protection Laws when respectively processing Controller Data. In particular, each Party will be responsible for ensuring that it:

11.5.1 processes Controller Data lawfully, fairly and transparently;

11.5.2 responds to requests from Data Subjects to exercise their Data Subject rights in respect of Controller Data; and

11.5.3 retains Controller Data for no longer than is necessary by reference to the purpose for which it is Processed.

12. Changes to the Applicable Law

If a change in the Data Protection Laws requires the Parties to enter into an alternative form of data sharing agreement or any other data governance arrangement in relation to the Personal Data, the Parties will negotiate in good faith to review, revise or replace this Agreement as necessary

13. Resolutions of Disputes and Claims Related to Personal Data

If a Data Subject, the ICO or other competent regulatory authority raises a complaint, claim or investigation concerning the processing of Personal Data processed under this Agreement against either or both Parties, the Parties shall, unless prohibited from doing so by law or a competent regulatory authority, provide each other with such cooperation as is reasonably necessary in order to respond to such complaints, claims or investigations.

14. Notices

14.1 A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set out below, or as otherwise notified in writing to the other Party:

For NAME:

Email: EMAIL ADDRESS
For the attention of: NAME AND ROLE E.G. DPO

For Dr Julian Medical Group Limited:
Email: DPO@dr-julian.com
For the attention of: Simon Williams

14.2 This clause 14.2 sets out the delivery methods for sending a notice to a Party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received or given (provided that all other requirements of this clause have been satisfied and subject to the provision in clause 14.3):

14.2.1 if delivered by hand, at the time the notice is left at the address;

14.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting;

14.2.3 if sent by pre-paid airmail, at 9.00am on the fifth Business Day after posting; or

14.2.4 if sent by email, at the time of transmission.

14.3 If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.4 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. General

15.1 Save in respect of fraudulent misrepresentation, this Agreement supersedes and extinguishes all previous agreements and shall constitute the whole of the terms agreed between the Parties hereto in respect of the subject matter of this Agreement.

15.2 This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

15.3 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the Parties hereto or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.

15.4 Unless otherwise agreed in writing, neither failure by either Party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

15.5 This Agreement shall not give rise to any rights enforceable by a third party pursuant to the Contract (Rights of Third Parties) Act 1999 but without prejudice to any rights or remedies that exist or are available apart from that Act.

15.6 This Agreement is governed by and shall be construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

15.7 Data Subjects have the right to submit a Subject Access Request and obtain certain information about the Processing of the Shared Personal Data. Data Subjects may also exercise their rights under the Data Protection Legislation, including but not restricted to the right to rectification, the right to erasure, the right to the restriction of Processing and the right to data portability under the GDPR.

16. Data Transfer

16.1 For the purposes of this Agreement transfers of Shared Personal Data shall mean any sharing of Shared Personal Data by the Data Receiver with a third party, and shall include, but is not restricted to, the following:

(i) sharing of the Shared Personal Data with any other third party;

(ii) publication of the Shared Personal Data via any medium, including, but not limited to; social media, websites, publically available communications;

(iii) storing Shared Personal Data on servers outside the EEA (European Economic Area);

(iv) subcontracting the Processing of Shared Personal Data to data processors located outside the EEA; and

(v) granting third parties located outside the EEA access rights to the Shared Personal Data.

16.2 The Data Receiver shall not share the Shared Personal Data with a third party without the express written permission of the Data Discloser. If the Data Receiver enters into any sub-processing agreement with a third party for the Processing of the Shared Personal Data, the Data Receiver shall enter into an agreement with that sub-processor which sets out the same detail and places the same obligations as placed on the Data Receiver under this Agreement in relation to the Processing of the Shared Personal Data, obligations that shall be no less onerous than as set in Article 28 of the GDPR. If any sub-processor appointed to Process the Shared Personal Data is replaced or the relationship with that sub-processor changes, the other Party shall be given notice and the opportunity to object to that replacement or change.

16.3 Where express written permission has been granted, the Data Receiver shall not disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

This Agreement comes into being on the latest date set out below and may be executed by using electronic signature (advanced or simple) or wet-ink signature:

Signed for and on behalf of **NAME**	**Signed for and on behalf of** **Dr Julian Medical Group Limited**
Signed:	Signed:
Name:	Name:
Title:	Title:
Date: _____	Date: _____

Schedule 4 – Data Processing Details

CONTROLLER DATA

DATA TO BE SHARED BY THE SUPPLIER AS CONTROLLER IN THE PERFORMANCE OF THE SERVICES

Description	**Details**
Categories of Data Subjects whose Personal Data it is necessary to share	Third party individuals
Types of Personal Data it is necessary to share	First and Last Name, Date of Birth, E-mail address (personal), E-mail address (business), Telephone number, Home address, Role/Title, Sex, Gender, and Other
Types of Special Category Data it is necessary to share	Health Data, Racial/Ethnic Origin, and Genetic Data
Nature and purposes of data sharing	In order to allow the Supplier to do a distinctive Mental Health & Wellbeing Assessment and treatment.
Duration of processing	For the duration of the Services Agreement.11.5.3
Plan for return or destruction of Personal Data upon termination of the Agreement	As set out under clause 11.5.3 of the Agreement above, each Party will be individually responsible for ensuring that Controller Data is retained in accordance with Data Protection Laws.