

DATED _____

[INSERT LEGAL NAME OF PHARMACY] (1)

-AND-

THE BOROUGH COUNCIL OF CALDERDALE (2)

**AGREEMENT FOR THE SUPPLY OF INFLUENZA VACCINATION SERVICES
FOR CERTAIN ELIGIBLE GROUPS IN CALDERDALE**

2026/2027

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THIS AGREEMENT is made on

BETWEEN:

- (1) **[INSERT LEGAL NAME OF PHARMACY]**, registered in England with company number **[INSERT COMPANY NUMBER]**, whose registered office is at **[INSERT REGISTERED OFFICE ADDRESS]** (hereafter referred to as **"Provider"**); and
- (2) **THE BOROUGH COUNCIL OF CALDERDALE** whose principal office is at The Town Hall, Crossley Street, Halifax, HX1 1UJ ("the **Commissioner**").

each a "Party" and together the "Parties".

WHEREAS:

- A. The Commissioner has selected the Provider as a supplier for the provision of influenza vaccination services to certain eligible groups of individuals in Calderdale, as set out in Schedule 1 of this Agreement.
- B. The Commissioner and the Provider have agreed that the Provider shall provide the Services to the Commissioner on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires:-

"Adequate Procedures"	means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;
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"Affiliates"	means in relation to a company any legal entity controlling, controlled by or under common control with the company in question. "Control" for this purpose being the direct or indirect possession of the power to direct or cause the direction of the management or policies of such company or entity whether pursuant to the ownership of voting securities, by contract or otherwise;
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"Agreement"	means this agreement together with the schedules and any appendices attached hereto or referred to herein;
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"Anti-Corruption Legislation"	means the Bribery Act 2010, section 117(2) and (3) of the Local Government Act 1972 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;
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“Associated Person”	means in relation to a company or other organisation, a person (including an employee, agent or subsidiary) who performs services for or on that company/organisation's behalf;
“Costs”	means, without limitation, all and any payments, penalties, costs, claims, demands, damages, compensation, fines, awards, losses and expenses (including any legal or other professional fees on an indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);
“Commencement Date”	means the 1 st October 2026;
“Data Controller”	means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data;
“Data Subject”	means a natural person whose Personal Data are processed in the context of this Agreement;
“Data Protection Laws”	means all applicable laws and regulations relating to data protection, privacy and the processing of Personal Data in force from time to time in the United Kingdom, including the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended, extended, reenacted or replaced from time to time, together with any applicable guidance and codes of practice issued by the information Commissioner. “EIRs” the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
“Fees”	means the fees for the Services calculated in accordance with Schedule 3 (Fees, Invoicing, and Payment Provisions);
“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
“UK GDPR”	means Regulation (EU) 2016/679 as it forms part of the law of the United Kingdom, as amended

from time to time, including by the Data (Use and Access) Act 2025;

“Intellectual Property”

includes any copyright, design rights, patents, inventions, logos, business names, service marks and trade marks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semiconductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

“Permitted Recipients”

means the Parties to this Agreement, the directors, officers, staff and employees of each Party, any third parties engaged to perform obligations in connection with this Agreement;

“Personal Data”

means any information relating to an identified or identifiable natural person including ‘special’ categories of personal data set out in Article 9(1) of the GDPR. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

“Personal Data Breach”

means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

**“Processing of Personal Data”
(or “Processing/Process”)**

means any operation or set of operations which which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Request for Information”

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

“Service”	means the influenza vaccination service in Calderdale set out in Schedule 1 as amended from time to time;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Commencement Date;
“Working Day”	means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

1.2 In this Agreement:-

- 1.2.1 any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations or rules made pursuant to it;
- 1.2.2 references to the singular includes the plural and vice versa, references to any gender includes a reference to all genders and references to a person includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, references to any clause, sub-clause or schedule is to a clause, sub-clause or schedule of or to this Agreement;
- 1.2.4 all references to the Parties include their permitted successors and assigns; and
- 1.2.5 any phrase introduced by the term “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding any of those terms.
- 1.2.6 the index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.2.7 each of the schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.

2. **Commencement and Duration**

- 2.1 This Agreement shall commence on (or shall be deemed to have commenced on) the **Commencement Date** and shall (subject to the other provisions of this Agreement) continue until 31 March 2027 (“**Expiry Date**”) unless terminated in writing by either Party in accordance with clause 13.
- 2.2 The Provider will provide an influenza vaccination Service for the Commissioner as set out in Schedule 1 in accordance with the terms of this Agreement.

3. Price and Payment

- 3.1 The Commissioner will pay the Fees in accordance with the payment provisions set out in Schedule 3.
- 3.2 The fees set out in Schedule 3 are exclusive of any applicable Value Added Tax. Value Added Tax will be charged at the prevailing rate and is payable by the Commissioner in accordance with Schedule 3.

4. The Provider's Obligations

- 4.1 The Provider shall:-
- 4.1.1 provide the Service in accordance with Schedule 1 from the pharmacies listed in Schedule 4;
 - 4.1.2 perform the Service with the highest degree of care, skill and diligence and in accordance with best practice in the Provider's industry or profession;
 - 4.1.3 co-operate with the Commissioner in all matters relating to the Service and comply with the Commissioner's reasonable instructions;
 - 4.1.4 obtain and maintain all necessary licences and consents and comply with all applicable laws, enactments, orders, regulations and guidance;
 - 4.1.5 perform its obligations under this Agreement in compliance with all applicable laws, enactments, orders, regulations and guidance; and
- 4.2 The Commissioner and its agents may monitor the performance of the Service by the Provider. The Provider shall co-operate with the Commissioner and its agents in carrying out such monitoring and shall provide the Commissioner and its agents with such information and documentation as may be reasonably requested in relation to the Service (save to the extent the Provider is precluded from disclosure by law).

5. Commissioner's Obligations

- 5.1 The Commissioner shall co-operate with the Provider in all matters relating to the Service and appoint a Commissioner manager who shall have the authority contractually to bind the Commissioner on matters relating to the Service.

6. Insurance

- 6.1 The Provider shall throughout the term of this Agreement and for as long thereafter as may be regarded as necessary and customary in the health care sector, maintain an appropriate public liability, professional negligence and employers' liability insurance relating to the provision of the Service with an insurance carrier of good standing against whom the Commissioner can raise no reasonable objection. The Provider shall produce to the Commissioner on request evidence that the aforementioned insurances are in place and that the premiums are up to date.

7. Liabilities

- 7.1 Neither Party limits its liability for:
- 7.1.1 death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable;

- 7.1.2 any breach of clause 10 (Data Protection);
 - 7.1.3 any breach of clause 12 (Anti-corruption);
 - 7.1.4 fraud and fraudulent misrepresentation; and
 - 7.1.5 any other liability which cannot legally be limited.
- 7.2 Subject to clause 7.1, the total aggregate liability of each Party (and its Affiliates) to the other Party whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total Fees paid or payable under this Agreement.
- 7.3 Subject to clause 7.1, neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 8.2 All Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to the Provider.
- 8.3 Subject to clause 8.1, each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 8.4 Neither Party shall use any name or trade mark belonging to the other Party or their Affiliates in any way that may damage the goodwill of the other Party or that of its Affiliates.
- 8.5 Each Party shall indemnify the other Party and its Affiliates against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by the Party infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.

9. Confidential Information

- 9.1 Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature ("Confidential Information") received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, to an Associated Person or to the employees of its Affiliates, to the extent that those employees/Associated Persons have a genuine need to know the same to enable the

Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. The recipient shall be liable for acts by any of its Affiliates in violation of this Agreement as if they were actions or omissions of that Party.

- 9.2 The restrictions in clause 9.1 shall not apply to any Confidential Information which:-
- 9.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
 - 9.2.2 is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
 - 9.2.3 is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
 - 9.2.4 is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing Party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.
- 9.3 Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other Party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that Party) other material in its possession or control which include or incorporate any Confidential Information of the other Party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 9.

10. Data Protection

- 10.1 The Parties agree that in relation to:
- 10.1.1 Personal Data processed by the Provider in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Provider shall be the sole Data Controller; and
 - 10.1.2 Personal Data, the processing of which is required by the Commissioner for the purposes of quality assurance, performance management and contract management the Commissioner and the Provider will be independent Data Controllers;
- together the "Agreed Purpose".
- 10.2 Where the Commissioner requires information under clause 10.1.2 above, the Provider shall consider whether the requirement can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Commissioner, the Provider shall provide such information in pseudonymised form where possible.

- 10.3 Schedule 2 sets out the categories of Data Subjects, types of Personal Data, Processing operations (including scope, nature and purpose of Processing) and the duration of Processing.
- 10.4 Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement.
- 10.5 Any material breach of the Data Protection Laws by one Party shall, if not remedied within fourteen (14) days of written notice from the other Party, gives grounds to the other Party to terminate this Agreement with immediate effect.
- 10.6 In relation to the Processing of any Personal Data, each Party shall:
- 10.6.1 ensure that it has all necessary notices and consents in place to enable lawful sharing of Personal Data to the Permitted Recipients for the Agreed Purpose;
 - 10.6.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing;
 - 10.6.3 process the Personal Data only for the Agreed Purpose;
 - 10.6.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
 - 10.6.5 ensure that all Permitted Recipients are reliable and have had sufficient training pertinent to the care and handling of Personal Data;
 - 10.6.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - 10.6.7 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 in accordance with Article 32 UK GDPR;
 - 10.6.8 not transfer any Personal Data outside the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer; and
 - 10.6.9 assist the other Party (at its own cost) in responding to any request from a Data Subject and in ensuring its compliance with all applicable requirements and obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or the UK's Information Commissioner's Office.
- 10.7 Each Party shall notify the other Party without undue delay on becoming aware of any Personal Data Breach under this Agreement.

11. Freedom of Information

- 11.1 The Provider acknowledges that the Commissioner is subject to the requirements of the FOIA and the EIRs. The Provider shall:
- 11.1.1 provide all necessary assistance and cooperation as reasonably requested by the Commissioner to enable the Commissioner to comply with its obligations under the FOIA and EIRs;
 - 11.1.2 transfer to the Commissioner all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 11.1.3 provide the Commissioner with a copy of all Information belonging to the Commissioner requested in the Request For Information which is in its possession or control in the form that the Commissioner requires within five (5) Working Days (or such other period as the Commissioner may reasonably specify) of the Commissioner's request for such Information; and
 - 11.1.4 not respond directly to a Request For Information unless authorised in writing to do so by the Commissioner.
- 11.2 The Provider acknowledges that the Commissioner may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Provider. The Commissioner shall take reasonable steps to notify the Provider of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Commissioner shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 11.3 Notwithstanding any other term of this agreement, the Provider consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 11.4 The Commissioner shall, prior to publication, consult with the Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Provider shall assist and co-operate with the Commissioner to enable the Commissioner to publish this agreement.

12. Anti-corruption

- 12.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.
- 12.2 Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that it reasonably believes would be in breach of any Anti-Corruption Legislation.

- 12.3 Each Party acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for it to enter into this Agreement.
- 12.4 Each Party warrants and undertakes that:
- 12.4.1 it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or is otherwise contrary to any Anti-Corruption Legislation;
 - 12.4.2 it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
 - 12.4.3 it, and each of its employees, staff, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to:
 - (a) its commissioning, or selection as provider, for the Service; and
 - (b) the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of the other Party, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing):
 - (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity; or
 - (ii) the request for, agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation; and
 - 12.4.4 it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this Agreement.
- 12.5 Breach of any of the undertakings in this clause 12 shall be deemed to be a material breach of this Agreement.

13. Termination

- 13.1 Either Party may terminate this Agreement at any time on giving not less than fourteen (14) days' written notice to the other Party.
- 13.2 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:
- 13.2.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - 13.2.2 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 fourteen (14) days of that Party being notified in writing of the breach;

- 13.2.3 repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 13.2.4 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.
- 13.3 The Commissioner may suspend or terminate this Agreement immediately by written notice if at any time the Provider no longer meets the eligibility criteria for the Service (as set out in Schedule 1) or if service provision and/or service user safety is compromised in any way. If the Commissioner elects to suspend this Agreement in accordance with this clause, it may subsequently (at any time) re-instate the Agreement or opt to terminate the Agreement immediately by written notice.
- 13.4 On termination of this Agreement for any reason:
- 13.4.1 the Commissioner shall, except where the Agreement is terminated due to the Provider's breach, immediately pay all of the Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Provider will submit an invoice, which shall be payable immediately on receipt; and
- 13.4.2 the accrued rights, obligations and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 13.5 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:-
- Clause 7 Liabilities
- Clause 8 Intellectual Property Rights
- Clause 9 Confidential Information
- Clause 10 Data Protection
- Clause 21 Publicity

14. Force Majeure

- 14.1 In this clause, "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of the Party affected by it including, but not limited to an act of God, act of local government or government (including but not limited to its compulsory acquisition and / or seizure of 'flu vaccine in the event of a 'flu epidemic or 'flu pandemic), war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available).

14.2 If either Party is, or considers that it is likely to be, affected by a Force Majeure event, it shall promptly notify the other Party of the relevant event or circumstance.

14.3 Neither Party shall be in breach of this Agreement if any delay or failure in the performance of any obligation of that Party under this Agreement is caused, in whole or in part, by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

15. Dispute Resolution

15.1 If any dispute arises out of this Agreement, the Parties shall attempt to settle it by negotiation, who shall seek in good faith to resolve the dispute within twenty-one (21) days of the issue being referred, escalating it within their respective organisations as necessary for this purpose.

15.2 If the Parties are unable to settle any dispute by negotiation within twenty-one (21) days, the Parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this clause 15 shall prevent the parties commencing or continuing court proceedings at any time.

16. Assignment/Sub-Contracting

16.1 Neither Party shall assign, sub-contract, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

17. Benefit of Agreement (Third Party Rights)

17.1 Save as otherwise expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

18. No Partnership

18.1 This Agreement does not create a partnership between the Parties and neither Party shall have any authority to act in the name or on behalf of, or otherwise bind, the other Party to any obligation.

19. Waiver

19.1 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.

19.2 No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

20. Severability

20.1 If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction

of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

21. Publicity

- 21.1 Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law or any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

22. Conflict Between Provisions

- 22.1 If there is any conflict or inconsistency between any provision in the clauses of this Agreement and any provision in any Schedule to this Agreement, the provision of this Agreement shall take precedence to the extent of any conflict or inconsistency only.

23. Costs

- 23.1 Each Party shall pay the costs and expenses incurred by it in connection with the preparation, negotiation and implementation of this Agreement.

24. Interest On Late Payment

- 24.1 If either Party fails to pay any amount payable by it under this Agreement, the other Party shall be entitled but not obliged to charge interest on the overdue amount, payable by the Party in default forthwith on demand, from the due date to the date of actual payment, after as well as before judgement, at the rate of two percent (2%) per annum above the base rate for the time being of National Westminster Bank PLC. Such interest shall accrue on a daily basis.

25. Entire Agreement

- 25.1 This Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior written or oral agreement between them concerning that subject matter notwithstanding the terms of any such prior agreement.
- 25.2 Each Party acknowledges that in entering into this Agreement, it has not relied on any representation, warranty or other assurance.

26. Notices

- 26.1 All notices given pursuant to this Agreement by the parties shall be in writing and signed by or on behalf of the Party giving it and shall be deemed to be given when delivered in person or received by post or courier to the following respective addresses:-

The Provider: The address written at the beginning of this Agreement, unless notified to the Council otherwise.

The Commissioner: The Borough Council of Calderdale
 The Town Hall
 Crossley Street
 Halifax

HX1 1UJ

For the attention of The Head of Legal & Democratic Services

or to such other addresses as any Party may notify to the other in writing.

- 26.2 Any notice given pursuant to this Agreement by post shall be deemed to have been received two (2) days from the date of posting if from and to an address in the United Kingdom and five (5) days from the date of posting if from and/or to an address elsewhere.

27. Variations

- 27.1 No variation of this Agreement will be effective unless it is in writing and signed by an authorised representative on behalf of each Party.

28. Governing Law and Jurisdiction

- 28.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 28.2 All disputes and claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the Parties irrevocably submit.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Signed)

for and on behalf of)

[INSERT LEGAL NAME])

Date)

Signed by)

for and on behalf of)

THE BOROUGH COUNCIL

OF CALDERDALE)

Date)

SCHEDULE 1

**SERVICE SPECIFICATION –
Calderdale Influenza Vaccination Scheme**

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SCHEDULE 2

Management of data

Data subjects

The Personal Data processed by the Provider and/or the Commissioner concerns:

- recipients of the Service

Types of Personal Data

Personal Data will be Processed by the Provider under Article 6(1)(e) and Article 9(2)(h) of the UK GDPR and will include:

- data which identifies the recipients of the Service - such as name, contact details (which may include address, email address or phone number) and date of birth/age;
- data relating to the health of the recipient and details of any test or treatment provided by the Provider (special category data);
- financial data of the Parties in order to invoice and receive payment for Services.

Processing operations

Personal data will be processed by the Provider and/or the Commissioner in order for:

- The Provider to provide the Services under this Agreement;
- The Provider to maintain records required for provision of the Service;
- The Provider to invoice and receive payment from the Commissioner

Duration of Processing

The personal data processed by the Provider and/or the Commissioner will be subject to the above processing operations for the duration of the Agreement and subsequently where such retention is required by applicable law or for actual or prospective legal claims or as otherwise set out by either Party.

SCHEDULE 3

Fees, Invoicing, Pricing and Payment

Fees

The Fees payable to the Provider per influenza vaccination administered shall be:

- The cost of the vaccine, at the same rate the NHS Community Pharmacy Influenza Vaccination Service pays the Provider; and
- An administration fee, payable at the standard NHS flu vaccine payment rate for pharmacy contractors (currently £10.06).

The Fees specified above are exclusive of any applicable VAT. Any applicable VAT will be payable in addition to the rates stated above.

The Fees shall be the entire price payable by the Commissioner to the Provider in respect of the Service.

Invoicing/claiming payments

The Provider will be paid per influenza vaccination administered with Community Pharmacies West Yorkshire ("CPWY") administering payments on behalf of the Commissioner through a separate contract.

Payments are made on a monthly basis, generated by the data input onto PharmOutcomes (see payment terms below).

All service activity should be entered by the Provider onto PharmOutcomes promptly and the Provider must ensure that all information recorded is a fair and accurate recording of the activity it has undertaken.

The Provider must submit claims through PharmOutcomes within 2 months of the service activity in question.

Payment terms

From the Commencement Date, the Commissioner shall pay the Provider based on the activity that has been recorded on PharmOutcomes at the end of each calendar month (or such other frequency agreed between the Parties in writing). Payments are administered by the CPWY on behalf of the Commissioner.

Payments of undisputed amounts will be made on or after the 28th of the following calendar month after service provision is recorded on PharmOutcomes. Where the 28th falls on a weekend, or Bank Holiday, then the payment will be made on the first working day following the 28th.

SCHEDULE 4

List correct as at the date of this Agreement. The Provider reserves the right to amend the list of pharmacies, as needed but will keep the Commissioner informed of any changes.

[INSERT PHARMACY ADDRESS]	[INSERT PHARMACY ADDRESS]
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