

# **NHS Standard Contract (Integrated Care Provider) Template ICP/Local Authority Integration Agreement**

NHS England and NHS Improvement



# **NHS Standard Contract (Integrated Care Provider) Template ICP/Local Authority Integration Agreement**

Publishing approval number: **000502**

Version number: 1

First published: August 2019

Updated:

Prepared by: Primary Care Strategy and NHS Contracts

Classification: Official

DATED

---

[ICP] (1)

[LOCAL AUTHORITY] (2)

---

NHS Standard Contract

(Integrated Care Provider)

**TEMPLATE ICP/LOCAL AUTHORITY  
INTEGRATION AGREEMENT**

---

**GUIDANCE NOTES – to be removed before signature**

1. *This Integration Agreement sets out a framework for the parties to work collaboratively to deliver certain services provided by each party in an integrated way.*
2. *This Integration Agreement may be a useful tool to enable a Local Authority and an ICP to work in a more integrated way, where the ICP is not commissioned by the Local Authority to deliver Local Authority-funded services but the Local Authority, ICP and NHS commissioners agree that the services which the ICP is commissioned to provide should be closely integrated with services provided by the Local Authority. Its purpose is to define the integrated working arrangements of the parties to the agreement. The template can be tailored locally through discussions between the relevant local authority and ICP, dependent on their local circumstances. Please note that a set of FAQs have been published to accompany this template.*
3. *This Integration Agreement is a template only for the purposes of facilitating discussions between the ICP and Local Authority as to the terms which should be included in an Integration Agreement. It needs to be developed further:*
  - (i) *by the ICP before it is issued to the Local Authority; and*
  - (ii) *with the participation of the Local Authority.*
4. *This is not capable of execution in its current form.*
5. *There is potential for the creation of a relevant merger situation between the parties, if "enterprises" (which can be businesses of any kind, and in the NHS include individual hospital services and specialities) are brought under common ownership or common control. Advice should be sought if shared ownership or control of the services is intended or likely.*
6. *It may be possible that an Integration Agreement could create a strong or dominant local market position, and if so the prohibitions on abuse of a dominant market position may apply. Examples could be long-term exclusive arrangements, or discriminatory behaviour towards competing providers. Further advice should be sought if necessary.*

- 7. This is not a section 75 agreement. This Integration Agreement must not be used to establish pooled budgets. It must not be used to delegate the exercise of statutory functions of one party to the other party. There may be a risk of challenge if the activities of the parties under this Integration Agreement go further than the joining up of the provision of the separate NHS services and local authority services. Care should be exercised in setting objectives, work-streams and principles to ensure this Integration Agreement cannot be considered a section 75 agreement.*
- 8. Both parties are advised to obtain legal advice in the drafting and finalisation of this Integration Agreement.*
- 9. The term "Local Authority" has been used in this document in reference to the public bodies with statutory responsibility for public health and social care, reflecting terminology used in relevant legislation. The parties can amend this to refer to "Council" or other appropriate term should they consider that more appropriate.*

## **CONTENTS**

### **Clause**

1.	DEFINITIONS AND INTERPRETATION.....	7
2.	STATUS AND PURPOSE OF THIS AGREEMENT .....	7
3.	AUTHORISATIONS.....	7
4.	COMMENCEMENT AND TERM .....	8
5.	INTEGRATION OBJECTIVES .....	8
6.	INTEGRATION PRINCIPLES .....	9
7.	RESPONSIBILITIES OF THE PARTIES.....	10
8.	GOVERNANCE .....	10
9.	TRANSPARENCY .....	10
10.	KEY PERFORMANCE INDICATORS .....	11
11.	INTELLECTUAL PROPERTY .....	11
12.	CONFIDENTIALITY AND FREEDOM OF INFORMATION .....	11
13.	INFORMATION GOVERNANCE.....	13
14.	PERSONNEL .....	13
15.	LIABILITY AND INDEMNITY ARRANGEMENTS .....	13
16.	FORCE MAJEURE .....	13
17.	TERMINATION.....	14
18.	SURVIVORSHIP .....	15
19.	VARIATION PROCEDURE .....	15
20.	TRANSFER TO THIRD PARTIES.....	15
21.	ANNUAL REVIEW .....	15
22.	RECORDS AND DOCUMENTATION .....	15
23.	WARRANTIES.....	16
24.	RELATIONSHIP OF THE PARTIES .....	16
25.	NOTICES.....	16
26.	THIRD PARTY RIGHTS .....	16
27.	SEVERABILITY .....	17
28.	ENTIRE AGREEMENT.....	17
29.	WAIVER .....	17
30.	DISPUTE RESOLUTION PROCEDURE .....	17
31.	COSTS AND EXPENSES .....	17
32.	LAW AND JURISDICTION .....	17
33.	COUNTERPARTS.....	17
	SCHEDULE 1 .....	19
	DEFINITIONS AND INTERPRETATION.....	19
	SCHEDULE 2 .....	25
	WORK-STREAM ACTIVITY .....	25
	SCHEDULE 3 .....	27

INTEGRATION BOARD – TERMS OF REFERENCE .....	27
SCHEDULE 4 .....	29
KEY PERFORMANCE INDICATORS .....	29
SCHEDULE 5 .....	30
DISPUTE RESOLUTION PROCEDURE .....	30
SCHEDULE 6 .....	31
SCOPE OF SERVICES.....	31

DRAFT

20

**BETWEEN**

- (1) **[ICP]** whose registered address is **[insert address]** (the "**ICP**");
- (2) **[Local Authority]** whose registered address is **[insert address]** (the "**Local Authority**")

The ICP and the Local Authority are together referred to in this Agreement as "**We**", "**Us**" or "**Our**" as the context requires.

A "**Party**" means either of Us.

## BACKGROUND

- (A) We intend to ensure that integrated, high quality and sustainable health and care services are delivered in the most appropriate way to meet the needs of the people of [*insert a high level description of the population*].
- (B) This Agreement is an integral part of the vision to promote integrated services and is anticipated to facilitate the achievement of the objectives as more fully described in this Agreement which in turn contribute to the success of the ICP Care Model and the successful performance of the Local Authority's statutory duties.
- (C) [*insert any relevant further background to the local programme/initiative*]
- (D) Over the period of this Agreement, We will work together in accordance with the Integration Principles to achieve the Integration Objectives.

**IT IS AGREED AS FOLLOWS:**

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 The provisions of this Agreement are to be interpreted in accordance with Schedule 1 (Definitions and Interpretation).

## 2. STATUS AND PURPOSE OF THIS AGREEMENT

- 2.1 We have agreed to work together to establish an improved financial, governance and contractual framework for the achievement of the Integration Objectives.
- 2.2 We recognise that achievement of the Integration Objectives will require strong relationships and the creation of an environment of trust, collaboration and innovation.
- 2.3 This Agreement sets out the key terms We have agreed including the Integration Objectives and Integration Principles. This Agreement will supplement and operate in conjunction with:
  - 2.3.1 the ICP Contract;
  - 2.3.2 ***[insert description of any relevant joint commissioning arrangements including any section 75 arrangements]; and***
  - 2.3.3 ***[insert description of any relevant local partnering arrangements that will operate alongside this Agreement].***

### 3. AUTHORISATIONS

Each of Us acknowledges and confirms that as at the date of this Agreement we have obtained all necessary authorisations to enter into this Agreement.

#### 4. COMMENCEMENT AND TERM

- 4.1 Clauses 1 (Definitions and Interpretation), 2 (Status and Purpose of this Agreement), 3 (Authorisations) and 4 (Commencement and Term) will be effective from the Commencement Date.
- 4.2 The remainder of this Agreement will be effective from a date specified in a notice from the ICP to the Local Authority confirming that the ICP Contract has been executed (the "**Completion Date**"). If no notice is given under this Clause 4.2 within [**three (3) months**] of the Commencement Date, this Agreement will automatically terminate.
- 4.3 This Agreement will, subject to Clauses 4.4 and 4.5, remain in force until the Initial Expiry Date (which will also be the date the ICP Contract expires) unless terminated in accordance with this Agreement (the "**Initial Period**"). [***This wording assumes that the expiry of this Integration Agreement coincides with the expiry of the ICP Contract and links to Clause 17. Local circumstances may lead to an alternative term in which case Clause 17 will also need to be amended.***]
- 4.4 We may agree in writing not less than [**six (6) months**] prior to the expiry of the Initial Period to extend this Agreement for period of [**insert number**] years from the expiry of the Initial Period.
- 4.5 Any extensions beyond the Initial Period will be on the same terms and conditions as this Agreement.

#### 5. INTEGRATION OBJECTIVES

- 5.1 The Integration Objectives are:
  - 5.1.1 to deliver the ICP Services and the Local Authority Services in an integrated, sustainable, effective and efficient way over the Term;
  - 5.1.2 to enable the ICP to better carry out its obligations under the ICP Contract in relation to the delivery of the ICP Services;
  - 5.1.3 to enable the Local Authority, to the extent relevant to the Local Authority Services, to better carry out its statutory duties relating to improving the health of the people in its area;
  - 5.1.4 to seek to achieve the following system outcomes [***insert relevant system outcomes***];
  - 5.1.5 [***insert other objectives – the parties may want to consider SC3 of the ICP Contract and any additional objectives of the ICP Care Model or any relevant Local Authority strategy for health and wellbeing***]
- 5.2 We have agreed the following work-streams to facilitate achievement of the Integration Objectives [***the below work-streams are suggestions only and will need to be tailored to reflect locally-agreed arrangements***]:
  - 5.2.1 [***Shared estates strategy – how the current premises of both Parties can be used to deliver the Local Authority Services and the ICP Services more effectively***];
  - 5.2.2 ***Shared workforce development strategy – how to foster a degree of ‘togetherness’ and respect for working together***;
  - 5.2.3 ***Health and care needs assessment – how We will work together to develop and maintain a thorough and up to date needs assessment of services users***;
  - 5.2.4 ***Co-ordinated delivery of the ICP Services by the ICP and the Local Authority Services by the Local Authority – how to provide the ICP***



***Services and the Local Authority Services in an integrated and effective way [care should be taken to ensure co-ordinated delivery of services does not entail one party taking on responsibility for carrying out the functions of the other which is the purpose of a section 75 agreement];***

- 5.2.5 ***Signposting – how to signpost users of the ICP Services to the Local Authority Services and vice versa;***
- 5.2.6 ***Primary care – the extent and nature of interaction between the Local Authority and primary medical services contractors or wider primary care organisations providing NHS services relating to the delivery of ICP Services and Local Authority Services;***
- 5.2.7 ***Shared information – development and maintenance of a shared care record and understanding each other's information sharing protocols, which should include detail on locally-agreed data quality standards;***
- 5.2.8 ***Alignment of systems and technology – how to gain efficiencies and work towards developing appropriate data sharing protocols;***
- 5.2.9 ***Stratification of the population – development of systems and processes to enable identification and prediction of service users' health and care needs and unwarranted variations in delivery and outcomes of health and care services; and***
- 5.2.10 ***Healthy lifestyles – development of strategies to engage with and support service users' taking increased responsibility for managing their own health, wellbeing and care and adopting healthy lifestyles.]***

5.3 We will carry out the activity in relation to each workstream as further detailed in Schedule 2 (Work-stream Activity).

## **6. INTEGRATION PRINCIPLES**

- 6.1 We will work together to achieve the Integration Objectives, acting in accordance with the Integration Principles.
- 6.2 The Integration Principles are ***[the below principles are suggestions only and will need to be tailored to reflect locally-agreed arrangements]:***
  - 6.2.1 ***[to act with trust, honesty, collaboration, innovation and mutual support;***
  - 6.2.2 ***to establish an integrated collaborative team environment to encourage open, honest and efficient sharing of information, subject to competition law compliance;***
  - 6.2.3 ***to have regard to the need to reduce inequalities in the ability of the relevant population to access health and care services;***
  - 6.2.4 ***to ensure services users and other relevant persons are involved to the extent required by Our contractual and statutory obligations (as relevant) in Our consideration and implementation of changes to the way ICP Services and Local Authority Services are delivered;***
  - 6.2.5 ***to take steps to ensure that activity undertaken pursuant to this Agreement does not cause the ICP to be in breach of the ICP Contract and does not cause the Local Authority to be in breach of its statutory duties;***
  - 6.2.6 ***to make decisions on a Best for Service basis; and***

- 6.2.7 ***to take collective ownership of risk, including identifying, managing and mitigating all risks in performing obligations in this Agreement.]***

## **7. RESPONSIBILITIES OF THE PARTIES**

- 7.1 We will each perform Our respective obligations under this Agreement in compliance with Law, Data Guidance and good practice.
- 7.2 Subject to Clauses 12 (Confidentiality and Freedom of Information), 13 (Information Governance) and any associated Schedules, We must each, during the Term, promptly notify the other of any modification, upgrade, improvement, enhancement or development to the ICP Services or Local Authority Services or any part of them, or which could be applied to them.
- 7.3 The Local Authority must:
- (a) not do anything or refrain or delay from doing anything that would put the ICP in breach of the ICP Contract;
  - (b) ***[insert any overarching responsibilities of the Local Authority, specific to the locally agreed ICP Care Model, that are not set out elsewhere in this Agreement].***
- 7.4 The ICP must:
- (a) not do anything or refrain or delay from doing anything that would put the Local Authority in breach of its statutory duties;
  - (b) ***[insert any overarching responsibilities of the ICP, specific to the locally agreed ICP Care Model, that are not set out elsewhere in this Agreement].***

## **8. GOVERNANCE**

- 8.1 We agree to establish the Integration Board to consider and determine matters relating to this Agreement. The Integration Board will not be a committee of either Party. The Integration Board will meet and make decisions as set out in its terms of reference which are listed at Schedule 3 (Integration Board – Terms of Reference).

## **9. TRANSPARENCY**

- 9.1 We will provide to each other all information that is reasonably required in order to achieve the Integration Objectives and to design and implement any agreed changes to the ways in which the ICP Services are delivered by the ICP and the Local Authority Services are delivered by the Local Authority.
- 9.2 We will comply with any applicable competition law obligations where these are relevant to Us. We will therefore make sure that We share information, and in particular Competition Sensitive Information, in such a way that is compliant with competition law and, accordingly, the Integration Board will ensure that the exchange of Competition Sensitive Information will be restricted to circumstances where:
- 9.2.1 it is essential;
  - 9.2.2 it is not exchanged more widely than necessary;
  - 9.2.3 it is subject to suitable non-disclosure or confidentiality agreements which include a requirement for the recipient to destroy or return it on request or on termination of this Agreement; and
  - 9.2.4 it may not be used other than in pursuit of the Integration Objectives,

and We acknowledge that Competition Sensitive Information is defined in Schedule 1. To assist in applying the definition to information to categorise it as Competition

Sensitive Information, We acknowledge that it is for each Party to decide whether information is Competition Sensitive Information but We recognise that it is normally considered to include any internal commercial information which, if it is shared between Us, would allow Us to forecast or coordinate commercial strategy or behaviour in any market.

- 9.3 We will make sure the Integration Board establishes non-disclosure or confidentiality agreements between Us if this is considered relevant so as to ensure that Competition Sensitive Information and Confidential Information are only available if the other Party needs to see it for the purposes of this Agreement and for no other purpose whatsoever so We do not breach competition law.
- 9.4 We accept that Our involvement in this Agreement is likely to give rise to situations where information will be generated and made available to either or Us which could give either of Us an unfair advantage in competitions which may be capable of distorting such competitions.
- 9.5 We therefore recognise the need to manage the information referred to in Clause 9.4 above in a way which maximises the opportunity for either of Us to take part in competitions by putting in place appropriate procedures, such as non-disclosure or confidentiality agreements.
- 9.6 We must each notify the other Party of any Serious Incident that has arisen in connection with Our involvement in providing the ICP Services or the Local Authority Services (as relevant) without delay and no longer than two (2) Business Days of that Serious Incident taking place.

## 10. KEY PERFORMANCE INDICATORS

- 10.1 ***[If KPIs are used, the detail should be set out in Schedule 4 and the following wording can be used "We agree that the provisions of Schedule 4 (Key Performance Indicators) will apply to the performance and monitoring of the ICP Services/ Local Authority Services/both the ICP Services and the Local Authority Services." If KPIs are not used, the wording "Not used." can be used here and also in Schedule 4 or, alternatively, this clause and schedule 4 can be deleted.]***

## 11. INTELLECTUAL PROPERTY

- 11.1 We each grant the other a fully paid up non-exclusive licence to use Our existing Intellectual Property for the fulfilment of Our obligations under this Agreement.
- 11.2 If either of Us creates any Intellectual Property during the Term that is related to the subject matter of this Agreement, the Party which creates it will retain full title guarantee, title to and all rights and interest in the Intellectual Property so created.
- 11.3 The Party which creates any Intellectual Property pursuant to Clause 11.2 that is reasonably required by the other Party to fulfil its obligations under this Agreement, then the creating Party will grant to the other Party a fully paid up non-exclusive licence to use that Intellectual Property for the purposes of the fulfilment of that other Party's obligations under this Agreement.

## 12. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 12.1 We will, except as permitted by this Clause 12, keep confidential any Confidential Information disclosed by one of Us to the other in connection with this Agreement, and We will use all reasonable endeavours to prevent staff in Our organisations from making any disclosure to any person of that Confidential Information. ***[If the parties enter into a data sharing agreement, this Clause 12 should be reviewed to ensure it and the data sharing agreement do not conflict.]***
- 12.2 Clause 12.1 above will not apply to disclosure of Confidential Information that:

- 12.2.1 is in or comes into the public domain other than by breach of this Agreement;
  - 12.2.2 the receiving Party can show by its records was in its possession before it
  - 12.2.3 received it from the disclosing Party; or
  - 12.2.4 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.
- 12.3 Either of Us may disclose the other's Confidential Information:
- 12.3.1 to comply with applicable Law;
  - 12.3.2 to comply with government policy in relation to transparency;
  - 12.3.3 to any appropriate Regulatory or Supervisory Body;
  - 12.3.4 in connection with any dispute resolution or litigation between Us; and
  - 12.3.5 as permitted under any other express arrangement or other provision of this Agreement.
- 12.4 We acknowledge that We are subject to the requirements of FOIA and EIR. We will assist and co-operate with each other to enable Us to comply with Our disclosure obligations under FOIA and EIR. We agree:
- 12.4.1 that the decision on whether any exemption under FOIA or exception under EIR applies to any information is a decision solely for the Party to whom a request for information is addressed;
  - 12.4.2 that where either of Us receives a request for information relating to this Agreement, the recipient will liaise with the other as to the contents of any response before a response to a request is issued;
  - 12.4.3 that either of Us, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA and regulation 16 of EIR, may disclose information concerning the other and this Agreement either without consulting the other, or following consultation with the other and having taken its views into account provided always that in the case of information covered by paragraph 4.4 of Schedule 3 the relevant Party must be consulted and its views taken into account before any information is disclosed;
  - 12.4.4 that any request for an internal review or correspondence with the Information Commissioner received by either of Us or appeal to the First Tier Tribunal (Information Rights) to which either of Us is a party that concerns information covered by paragraph 4.4 of Schedule 3 must be notified to the other Party who must be consulted and its views taken into account before a formal response is provided; and
  - 12.4.5 to assist each other in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA or EIR) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the other Party within 5 Business Days of that request and without charge.
- 12.5 We acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, or for which an exception applies under EIR, the content of this Agreement is not Confidential Information.

12.6 Notwithstanding any other term of this Agreement, We consent 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 FOIA or for which an exception applies under EIR.

12.7 We will assist and cooperate with each other to enable this Agreement to be published.

### 13. INFORMATION GOVERNANCE

13.1 Subject to Clause 12, We will each promptly provide to the other, and to any other person involved in the performance of activities pursuant to this Agreement, such information about the ICP Services or the Local Authority Services and such co-operation and access as is reasonably required from time to time in connection with this Agreement to the extent that such action does not cause a Party to be in breach of any Law.

13.2 Before We exchange or share any Confidential Information or personal data, We will enter into appropriate data sharing agreements. We will each at least once in each calendar year audit Our practices against ***[quality statements regarding data sharing set out in NICE Clinical Guideline 138 and relevant Local Authority standards]***.

### 14. PERSONNEL

14.1 We will each have responsibility for Our own staff.

14.2 We do not expect staff to transfer from one Party to another as a result of TUPE but in the unlikely event that does happen as a consequence of matters agreed under this Agreement, We will each co-operate and negotiate with the other, acting reasonably and in good faith, to determine and agree how financial, operational, legal and other consequences of such staff transfers are shared between Us.

### 15. LIABILITY AND INDEMNITY ARRANGEMENTS

15.1 In relation to the matters set out in this Agreement, We will have no liability to each other in respect of any losses, liabilities, damages, costs, fees and expenses (howsoever caused or arising) except as set out in this Clause 15 and Clause 17 (Termination).

15.2 We may each bring a claim against the other in respect of or arising from any loss or damage suffered by the Party from breach of the provisions of Clauses 11 (Intellectual Property Rights), 12 (Confidentiality and Freedom of Information) and 13 (Information Governance).

15.3 We will each, at all times, have in place adequate Indemnity Arrangements for the purposes of the ICP Services and the Local Authority Services (as relevant) and any related activity that We each provide.

15.4 We are each individually responsible for ensuring Our individual regulatory compliance of the services we deliver and activities that we provide pursuant to this Agreement. We will individually deal directly with the relevant regulatory body in relation to the ICP Services or Local Authority Services (as relevant) or activity We individually perform.

### 16. FORCE MAJEURE

16.1 If an Event of Force Majeure occurs, the Affected Party must:

16.1.1 take all reasonable steps to mitigate the consequences of that event;

16.1.2 resume performance of its obligations as soon as practicable; and

16.1.3 use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.

- 16.2 The Affected Party must send an initial written notice to the other Party immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice within a further 5 Business Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of its obligations under this Agreement.
- 16.3 If it has complied with its obligations under Clauses 16.1 to 16.2, the Affected Party will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.
- 16.4 We must each, at all times following the occurrence of an Event of Force Majeure, use all reasonable endeavours to prevent and mitigate the effects of an Event of Force Majeure. We must at all times whilst an Event of Force Majeure is subsisting take steps to overcome or minimise the consequences of the Event of Force Majeure and facilitate the continued performance of this Agreement.
- 16.5 A Party will not be entitled to bring a claim for breach of obligations under this Agreement and/or a Party will not incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that an Event of Force Majeure occurs and a Party is prevented from carrying out obligations by that Event of Force Majeure.
- 16.6 If a Party:
- 16.6.1 has complied with the obligations under Clauses 16.1 to 16.2; and
  - 16.6.2 reasonably believes that the effects of the Event of Force Majeure will make it impossible for this Agreement to continue,
- that Party may, regardless of any other provision of this Agreement, call an urgent meeting of the Integration Board to consider and determine whether this Agreement should terminate in accordance with Clause 17.
- 16.7 The Affected Party must notify the other Party as soon as practicable after the Event of Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement will continue to be performed on the terms existing immediately prior to the occurrence of the Event of Force Majeure.

## 17. TERMINATION

- 17.1 This Agreement will terminate automatically without the need for notice to be provided by either Party on the date of expiry or earlier termination of the ICP Contract.
- 17.2 Either of Us may terminate this Agreement by giving the other Party not less than **[6 months']** notice in writing.
- 17.3 The Integration Board may resolve to terminate this Agreement with immediate effect if an Event of Force Majeure renders the continuation of the Agreement impossible pursuant to Clause 16.6.
- 17.4 Either of Us may terminate this Agreement by written notice with immediate effect if an event of Insolvency affects the other Party.
- 17.5 Either of Us (the "Terminating Party") may terminate this Agreement with immediate effect, by written notice to the other Party (the "Defaulting Party") if:
- 17.5.1 the Defaulting Party is in persistent material breach of any of its obligations under this Agreement so as to have a material and adverse effect on the ability of the Terminating Party to, where the Terminating Party is the ICP,

deliver the ICP Services in accordance with the ICP Contract, or where the Terminating Party is the Local Authority, carry out its statutory duties, or in relation to either Party, achieve the Integration Objective(s); and

- 17.5.2 the Defaulting Party fails to remedy that breach within 30 calendar days of the Defaulting Party receiving receipt of the Terminating Party's written notice identifying the breach.

- 17.6 ***[insert any agreed consequences of termination which may include indemnities provided by a Defaulting Party].***

18. **SURVIVORSHIP**

If this Agreement is terminated or expires for any reason then:

- 18.1 such termination or expiry will be without prejudice to rights or obligations accrued as at the date of such termination or expiry; and
- 18.2 those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such termination or expiry of this Agreement will so continue and continue to apply subject to any limitation of time expressed in this Agreement.

19. **VARIATION PROCEDURE**

- 19.1 We may vary any provision of this Agreement at any time by agreement in writing.

20. **TRANSFER TO THIRD PARTIES**

- 20.1 We must not, acting individually, sub-contract, assign, delegate, transfer, charge or otherwise dispose of all or any of Our individual rights or obligations under this Agreement without the prior written consent of the other Party.
- 20.2 This Agreement will be binding on and will be to the benefit of each of Us and Our respective successors and permitted transferees and assigns.

21. **ANNUAL REVIEW**

- 21.1 We will ensure that the Integration Board carries out an annual review, on a Best for Service basis, to enable Us to ascertain the extent to which ***[the Key Performance Indicators and]*** the Integration Objectives are being and/or will be achieved and whether any changes are required to the provisions of this Agreement and/or the activities undertaken by the both of Us under this Agreement to enable the Integration Objectives to be achieved and/or continue to be achieved.

22. **RECORDS AND DOCUMENTATION**

- 22.1 ***[The wording here assumes that the parties will want access to certain financial information such as accounts. Before accepting the wording below, consider whether access by the parties to what could amount to sensitive financial information is appropriate. These provisions can be amended.] [Subject to the provisions of this Agreement, We must individually during the Term keep, or cause or procure to be kept, and retain, and thereafter for a period not less than six (6) years following expiry or termination of this Agreement, accurate accounts and full supporting documentation containing all data reasonably required for the computation and verification of the provision of the ICP Services and the Local Authority Services (as relevant) and any other activity carried out under this Agreement.***
- 22.2 ***A Party will give the other Party reasonable notice if it wishes to inspect the accounts records and supporting documentation referred to in Clause 22.1. The other Party will co-operate to give access during normal business hours to enable***

***the notifying Party to review such records and documentation and make copies of or to take extracts from them.***

**22.3 To the extent that the Law imposes more onerous obligations than this Clause 22 then We must comply with the more onerous obligations.]**

**23. WARRANTIES**

23.1 Each of Us warrants to the other that:

23.1.1 it has full power and authority to enter into this Agreement and all governmental or official approvals and consents and all necessary consents have been obtained and are in full force and effect;

23.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets; and

23.1.3 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.

23.2 The warranties set out in this Clause 23 (Warranties) are given on the date of this Agreement and repeated on every day during the Term.

**24. RELATIONSHIP OF THE PARTIES**

24.1 Each of Us will not pledge the credit of the other or represent Ourselves as being agent, partner, employee or representative of the other and none of Us will hold Ourselves out as such or as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other.

24.2 Nothing in this Agreement will be construed as creating a legal partnership or a contract of employment between Us.

**25. NOTICES**

25.1 Any notices given under this Agreement must be in writing and must be served by hand, post, or e-mail. Notices by hand or post must be served to the address for the relevant Party as indicated at start of this Agreement. Notices by e-mail must be sent to the following addresses:

25.1.1 for the ICP, *[insert]*; and

25.1.2 for the Local Authority, *[insert]*

25.2 Notices:

25.2.1 by post will be effective upon the earlier of actual receipt, or 5 calendar days after mailing;

25.2.2 by hand will be effective upon delivery; and

25.2.3 by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

**26. THIRD PARTY RIGHTS**

26.1 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.



27. **SEVERABILITY**

27.1 If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

28. **ENTIRE AGREEMENT**

28.1 This Agreement constitutes the entire agreement and understanding of Us and supersedes any previous agreement between Us relating to the subject matter of this Agreement [***consider if there are any other related agreements, such as a s75 agreement, that may require this clause to be amended***].

28.2 Each of Us acknowledges and agrees that in entering into this Agreement We do not rely on and have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party or not) other than as expressly set out in this Agreement.

28.3 Nothing in this Clause 28 (Entire Agreement) will exclude any liability for fraud or any fraudulent misrepresentation.

29. **WAIVER**

29.1 Any relaxation or delay of any of Us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect Our ability subsequently to exercise that right.

30. **DISPUTE RESOLUTION PROCEDURE**

30.1 Subject as otherwise specifically provided for in this Agreement, We agree that, where any Dispute arises out of or in connection with this Agreement, a Party may refer the Dispute in accordance with Schedule 5 (Dispute Resolution Procedure).

31. **COSTS AND EXPENSES**

31.1 Each of Us will be responsible for paying Our own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

32. **LAW AND JURISDICTION**

32.1 This Agreement and any Dispute arising out of or in connection with it, whether such Dispute is contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise, will be governed by, and construed in accordance with, the laws of England.

32.2 Subject to the Parties first complying with Clause 30 (Dispute Resolution Procedure) and Schedule 5 (Dispute Resolution Procedure), the Parties hereby submit to the exclusive jurisdiction of the English courts.

33. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on Us, notwithstanding that We are not signatories to the same counterpart.

**IN WITNESS OF WHICH** We have signed this Agreement as set out below.

SIGNED by .....  
for and on behalf of the **ICP** ..... (Signature)  
..... (Date)

SIGNED by .....  
for and on behalf of the **Local Authority** ..... (Signature)  
..... (Date)

DRAFT

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATION

#### 1 Interpretation

- 1.1 The headings in this Agreement will not affect its interpretation.
- 1.2 Reference to any statute or statutory provision, to the Law, Guidance or to Data Guidance includes a reference to that statute or statutory provision, Law, Guidance or Data Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced in whole or in part.
- 1.3 Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
- 1.4 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement, unless expressly stated otherwise.
- 1.5 References to any body, organisation or office include reference to its applicable successor from time to time.
- 1.6 Any references to this Agreement or any other documents or resources includes reference to this Agreement or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
- 1.7 Use of the singular includes the plural and vice versa.
- 1.8 Use of the masculine includes the feminine and vice versa.
- 1.9 Use of the term “including” or “includes” will be interpreted as being without limitation.
- 1.10 The following words and phrases have the following meanings:

<b>"Affected Party"</b>	has the meaning set out in Clause 16;
<b>"Agreement"</b>	this Agreement;
<b>"Best for Service"</b>	best for the achievement of the Integration Objectives on the basis of ensuring coherence with the Integration Principles;
<b>"Business Day"</b>	any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a bank or public holiday in the United Kingdom;
<b>"Commencement Date"</b>	<i>[insert date];</i>
<b>"Competition Sensitive Information"</b>	Confidential Information which is owned, produced and marked as Competition Sensitive Information including information on costs by one of the Parties and which that Party properly considers is of such a nature that it cannot be exchanged with the other Party without a breach or potential breach of competition law;
<b>"Completion Date"</b>	has the meaning set out in Clause 4.2;

<b>"Confidential Information"</b>	any information or data in whatever form disclosed, which by its nature is confidential or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked 'confidential' (including, financial information, or marketing or development or workforce plans and information, and information relating to services or products);
<b>"Data Guidance"</b>	any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with the Data Protection Legislation (whether specifically mentioned in this Agreement or not), to the extent published and publicly available or their existence or contents have been notified to a Party by the other Party or notified to the Parties by a relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, Public Health England, the European Data Protection Board and the Information Commissioner;
<b>"Data Protection Legislation"</b>	<p>(a) Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), Directive (EU) 2016/680 (the "Law Enforcement Directive" or "LED" and any applicable national Laws implementing them as amended from time to time;</p> <p>(b) the Data Protection Act 2018; and</p> <p>(c) all applicable Law concerning privacy, confidentiality or the processing of personal data including, but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations;</p>
<b>"Defaulting Party"</b>	has the meaning set out in Clause 17.5;
<b>"Department of Health and Social Care"</b>	the Department of Health and Social Care and Social Care in England of HM Government and its predecessor departments, or such other body superseding or replacing it from time to time and/or the Secretary of State;
<b>"Dispute"</b>	has the meaning set out in Paragraph 1 of Schedule 6 (Dispute Resolution Procedure);
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Event of Force Majeure"</b>	an event or circumstance which is beyond the reasonable control of any Affected Party claiming relief under Clause 16 (Force Majeure), including war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this Agreement;
<b>"FOIA"</b>	the Freedom of Information Act 2000;
<b>"Guidance"</b>	any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which a Party has a duty to have regard (and whether specifically

mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to a Party by the other Party and/or any relevant Regulatory or Supervisory Body;

"Health Research Authority"	the executive non-departmental public body sponsored by the Department of Health and Social Care which protects and promotes the interests of patients and the public in health and social care research;
"ICP Care Model"	the specific local care model for the ICP Services to be delivered pursuant to the ICP Contract;
"ICP Contract"	the contract entered into by the ICP and <b>[insert]</b> Clinical Commissioning Group as notified to the Local Authority in accordance with Clause 4.2;
"ICP Services"	the services provided by the ICP to service users in accordance with the ICP Contract and <b>[and more particularly set out in Schedule 7 (Scope of Services)]</b> ;
"IG Guidance for Serious Incidents"	<p>NHS Digital's <i>Checklist Guidance for Reporting, Managing and Investigating Information Governance Serious Incidents Requiring Investigation</i> dated June 2013, available at:</p> <p><a href="https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf">https://www.igt.hscic.gov.uk/KnowledgeBaseNew/HSCIC%20IG%20SIRI%20%20Checklist%20Guidance%20V2%200%201st%20June%202013.pdf</a>;</p>
"Indemnity Arrangement"	<p>either:</p> <ul style="list-style-type: none"><li>(a) a policy of insurance;</li><li>(b) an arrangement made for the purposes of indemnifying a person or organisation; or</li><li>(c) a combination of (a) and (b);</li></ul>
"Information Commissioner"	the independent authority established to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals ico.org.uk and any other relevant data protection or supervisory authority recognised pursuant to Data Protection Legislation;
"Information Governance Breach"	an information governance serious incident requiring investigation, as defined in IG Guidance for Serious Incidents;
"Initial Expiry Date"	<b>[insert date]</b> ;
"Initial Period"	the period set out in Clause 4.3;
"Insolvency"	<p>any of the following events or circumstances:</p> <ul style="list-style-type: none"><li>(a) where the Party is or is deemed for the purposes of any Law to be, unable to pay its debts or insolvent;</li><li>(b) where a Party admits its inability to pay its debts as they fall due;</li></ul>

- (c) the value of a Party's assets being less than its liabilities taking into account contingent and prospective liabilities;
- (d) a Party suspending payments on any of its debts or announces an intention to do so;
- (e) where, by reason of actual or anticipated financial difficulties, a Party commences negotiations with creditors generally with a view to rescheduling any of its indebtedness;
- (f) where a Party suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;
- (g) a moratorium is declared in respect of any of a Party's indebtedness;
- (h) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Party;
- (i) a composition, assignment or arrangement with any creditor of any member of a Party;
- (j) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of a Party or any of its assets;
- (k) a resolution of a Party or its directors is passed to petition or apply for the Party winding-up or administration;
- (l) the relevant entity's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise);
- (m) where a Party has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events listed above; and/or
- (n) where a Party substantially or materially ceases to operate, is dissolved, or is de-authorised as an **[NHS trust] OR [NHS foundation trust]**;
- (o) where a Party is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for the independent regulation of **[NHS trusts] OR [NHS foundation trusts]** or the Secretary of State and which has a material adverse effect on the delivery of the ICP Services or the Local Authority Services (as relevant); and
- (p) a trust special administrator is appointed over a Party under the National Health Service Act 2006 or a future analogous event occurs;

<b>"Integration Objective(s)"</b>	the objective(s) set out in Clause 5.1;
<b>"Integration Principles"</b>	has the meaning set out in Clause 6.1 (Integration Principles);
<b>"Integration Board"</b>	the board established pursuant to Clause 8;
<b>"Intellectual Property"</b>	inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights;
<b><i>["Key Performance Indicators"]</i></b>	<b><i>the key performance indicators set out in Schedule 3 (Key Performance Indicators);]</i></b>
<b>"Law"</b>	<ul style="list-style-type: none"> <li>(a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;</li> <li>(b) any enforceable EU right within the meaning of section 2(1) European Communities Act 1972;</li> <li>(c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</li> <li>(d) Guidance; and</li> <li>(e) any applicable code,</li> </ul> <p>in each case in force in England and Wales;</p>
<b>"Local Authority Services"</b>	the services provided by the Local Authority to its relevant population <b><i>[and more particularly set out in Schedule 7 (Scope of Services)]</i></b> ;
<b>"National Data Guardian"</b>	the body which advises and challenges the health and care system to help ensure that citizens' confidential information is safeguarded securely and used properly: <a href="https://www.gov.uk/government/organisations/national-data-guardian">https://www.gov.uk/government/organisations/national-data-guardian</a> , and its predecessor body the Independent Information Governance Oversight Panel;
<b>"NHS Digital"</b>	the Health and Social Care Information Centre <a href="https://digital.nhs.uk/">https://digital.nhs.uk/</a> ;
<b>"NHS England"</b>	the National Health Service Commissioning Board established by section 1H of the NHS Act 2006, also known as NHS England;
<b>"NHS Serious Incident Framework"</b>	NHS England's serious incident framework, available at: <a href="https://improvement.nhs.uk/resources/serious-incident-framework/">https://improvement.nhs.uk/resources/serious-incident-framework/</a> ;
<b>"Public Health England"</b>	an executive agency of the Department of Health and Social Care established under the Health and Social Care Act 2012;
<b>"Regulatory or Supervisory Body"</b>	any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or staff must comply or to which it or they must have regard;
<b>"Serious Incident"</b>	has the meaning given to it in the NHS Serious Incident Framework;

<b>"Term"</b>	the Initial Period and any period of extension made under Clause 4.4;
<b>"TUPE"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 and EC Council Directive 77/187; and
<b>"Variation Procedure"</b>	the variation mechanism set out in Clause 19 (Variation Procedure).

DRAFT



## SCHEDULE 2

### WORK-STREAM ACTIVITY

#### **1 [Shared estates strategy]**

- 1.1 We will *[insert]*.
- 1.2 The ICP will *[insert]*.
- 1.3 The Local Authority will *[insert]*.

#### **2 [Shared workforce development strategy]**

- 2.1 We will *[insert]*.
- 2.2 The ICP will *[insert]*.
- 2.3 The Local Authority will *[insert]*.

#### **3 [Health and care needs assessment]**

- 3.1 We will *[insert]*.
- 3.2 The ICP will *[insert]*.
- 3.3 The Local Authority will *[insert]*.

#### **4 [Co-ordinated delivery of the ICP Services and the Local Authority Services]**

- 4.1 We will *[insert]*.
- 4.2 The ICP will *[insert]*.
- 4.3 The Local Authority will *[insert]*.

#### **5 [Signposting]**

- 5.1 We will *[insert]*.
- 5.2 The ICP will *[insert]*.
- 5.3 The Local Authority will *[insert]*.

#### **6 [Primary care]**

- 6.1 We will *[insert]*.
- 6.2 The ICP will *[insert]*.
- 6.3 The Local Authority will *[insert]*.

#### **7 [Shared Information]**

- 7.1 We will *[insert]*.
- 7.2 The ICP will *[insert]*.
- 7.3 The Local Authority will *[insert]*.

**8 [Alignment of systems and technology]**

- 8.1 We will *[insert]*.
- 8.2 The ICP will *[insert]*.
- 8.3 The Local Authority will *[insert]*.

**9 [Stratification of the population]**

- 9.1 We will *[insert]*.
- 9.2 The ICP will *[insert]*.
- 9.3 The Local Authority will *[insert]*.

**10 [Healthy life-styles]**

- 10.1 We will *[insert]*.
- 10.2 The ICP will *[insert]*.
- 10.3 The Local Authority will *[insert]*.

DRAFT

## SCHEDULE 3

### INTEGRATION BOARD – TERMS OF REFERENCE

***[For local determination. Example terms of reference have been included below to facilitate discussions between the Parties.]***

#### **1 Responsibilities**

1.1 The Integration Board will:

- (a) ***Periodically review performance of the Parties against the work-stream activities and determine strategies to improve or rectify poor performance;***
- (b) ***promote and encourage commitment by the Parties to the Integration Objectives and Integration Principles;***
- (c) ***formulate, agree and implement strategies for new work-stream activities or other actions that seek to achieve the Integration Objectives; and***
- (d) ***oversee the implementation of this Agreement.]***

#### **2 Membership, Frequency of Meetings and Quorum**

2.1 The Integration Board will comprise the following members:

- (a) ***[insert name or job title of person(s) from ICP];***
- (b) ***[insert name or job title of person(s) from Local Authority];***

2.2 The following persons may attend meetings of the Integration Board as observers but have no ability to make decisions on any matters proposed:

- (a) ***[Organisation 1]: [insert job title of person(s) from Organisation 1]; and***
- (b) ***[Organisation 2]: [insert job title of person(s) from Organisation 2].***

2.3 Other persons may be invited to attend where We both agree.

2.4 Meetings of the Integration Board will be held ***[insert frequency, e.g. monthly]***.

2.5 The Integration Board will be quorate where both members are present, subject to any deputising arrangements agreed in accordance with paragraph 2.6 of this Schedule 3.

2.6 Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the Party that they are representing. Deputising arrangements must be agreed with the other Party prior to the relevant meeting.

2.7 We may agree prior to the meeting that the business of the meeting can be transacted through a teleconference or videoconference provided that both members are present and are able to hear all other persons and where an agenda has been issued in advance.

#### **3 Deciding Proposals**

3.1 Agreement of both members is required for a proposal to be accepted.

3.2 ***[insert any other matters that may impact on decision-making]***

## **4 Conflicts of Interest**

- 4.1 The members of the Integration Board must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 4.2 The Integration Board must develop and approve a protocol for addressing actual or potential conflicts of interests among its members. The protocol must at least include arrangements in respect of declaration of interests and the means by which they will be managed. It must be consistent with the Parties' own arrangements in respect of conflicts of interests, and any relevant statutory duties.
- 4.3 Information obtained during the business of the Integration Board must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 4.4 Members of the Integration Board are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work under this Agreement. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the members. Such items should not be disclosed until such time as it has been agreed that this information can be released.

## **5 Support**

- 5.1 ***[Support arrangements can be set out here if agreed before signature of the Agreement. If support arrangements are not agreed before signature, the following wording can be used "We will agree how support to the Integration Board will be provided as soon as practicable after the commencement of this Agreement"]***.

## **6 Reporting**

- 6.1 The minutes of the Integration Board meetings will be sent to each Party in the manner and timescales agreed by Us.

## **7 Agenda**

- 7.1 We will agree the agenda for meetings prior to each meeting. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. If one of Us wishes to add an item to the agenda, the agreement of the other Party is required.

## **8 Review**

- 8.1 We will review the Integration Board terms of reference annually.

## **SCHEDULE 4**

### **KEY PERFORMANCE INDICATORS**

***[For local determination]***

DRAFT

## SCHEDULE 5

### DISPUTE RESOLUTION PROCEDURE

***[For local determination. The process to resolve disputes must be carefully considered. An example has been included to facilitate discussions between the Parties.]***

#### **1 Avoiding and Solving Disputes**

- 1.1 We commit to working cooperatively to identify and resolve issues to Our mutual satisfaction so as to avoid all forms of dispute or conflict in performing our obligations under this Agreement.

#### **2 Escalated Negotiation**

- 2.1 We must each promptly notify each other of any dispute or claim or any potential dispute or claim in relation to this Agreement (each a '**Dispute**') when it arises.
- 2.2 If any Dispute is notified to a Party, We must first attempt to settle it by one or the other making a written offer to the other Party to negotiate. For a period of 21 calendar days after the Dispute is notified to a Party, We will negotiate and be individually represented by:
- (a) for the first 14 calendar days, by a senior person who, where practicable, has not had any direct day-to-day involvement in the matter and has authority to settle the Dispute; and
  - (b) for the last 7 calendar days, by the chief executive, director, or member of its Governing Body who has authority to settle the Dispute.

#### **3 *[consider if any other stages of dispute resolution are required]***

**SCHEDULE 6**  
**SCOPE OF SERVICES**

***[For local determination]***

DRAFT