**SERVICES AGREEMENT**

**BETWEEN**

**NORTH NORTHAMPTONSHIRE COUNCIL**

**AND**

**………………………………………….**

RE: DENTAL EPIDEMIOLOGY PROGRAMME

**Legal Services**

**North Northamptonshire Council**

The Corby Cube, George Street,

Corby

, Northamptonshire

NN17 1QG

Legal Ref: 22976

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THIS AGREEMENT is dated this………………day of ………………………………2025

BETWEEN

1. North Northamptonshire Council of Sheerness Road, 41 Meadow Road, Kettering NN16 8TL and whose address for service is at The Corby Cube, George Street, Corby, Northamptonshire, NN17 1QG (NNC) (Authority)

and

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Supplier)

Individually referred to as a “Party” and together as the “Parties”.

BACKGROUND

1. The Authority seeks the services of a Company to carry out a public health clinical survey to enable the Authority to carry out its statutory duties and responsibilities with regards to oral health needs assessment in its geographical area (the “Services”) as is detailed in the Specification attached to this Agreement at Schedule 1.
2. The Supplier has submitted a quotation for the Services; on the basis of the Suppliers response to the Authority’s Request for Quotations and bid evaluations, the Authority has selected the Supplier to provide the Services.
3. The Supplier is willing and able to provide the Services in accordance with the terms of this Agreement.
4. Accordingly the parties have agreed to enter into a contract for the provision of the Services on the terms and conditions of this Agreement.

Agreed terms

1. Definitions and Interpretation
	1. The following definitions and rules of interpretation in this clause apply in this agreement.
2. Authorised Representatives: the persons respectively designated as such by the Authority and the Supplier.
3. Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.
4. Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
5. Catastrophic Failure: any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority;
6. Change: any change to this agreement including to any of the Services.
7. Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
8. Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 4.
9. Charges: the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in the Supplier’s Tender.
10. Commencement Date: 1st September 2025.
11. Commercially Sensitive Information: the information listed in the Suppliers Tender comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.
12. Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:
	1. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
	2. any information developed by the parties in the course of carrying out this agreement;
	3. Personal Data;
	4. any Commercially Sensitive Information.
13. Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.
14. Contract Year: any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.
15. Debarment List**:** the list of suppliers referred to in section 62 of the Procurement Act 2023.
16. Default**:** any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:
	1. in the case of the Authority, of its employees, servants, agents;
	2. in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,
17. in connection with or in relation to this agreement and in respect of which such party is liable to the other.
18. Default Notice: is defined in clause 5.2.
19. Dispute Resolution Procedure: the procedure set out in clause 14.
20. Domestic Law: the law of the United Kingdom or a part of the United Kingdom.
21. End Date: 31st March 2026
22. 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.
23. Find a Tender: the government's publishing portal for public sector procurement opportunities.
24. 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.
25. Force Majeure: any circumstance not within a party's reasonable control including, without limitation:
	1. acts of God, flood, drought, earthquake or other natural disaster;
	2. epidemic or pandemic;
	3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
	4. nuclear, chemical or biological contamination or sonic boom;
	5. any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
	6. collapse of buildings, fire, explosion or accident; and
	7. any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).
26. Health and Safety Policy: the health and safety policy of the Authority as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.
27. Information: has the meaning given under section 84 of FOIA.
28. Insolvency Event: where:
	1. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
	2. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
	3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership);
	4. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
	5. the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
	6. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
	7. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
	8. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
	9. the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
	10. the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
29. Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
30. Law: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier must comply.
31. Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.
32. Prohibited Act: the following constitute Prohibited Acts:
	1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
	2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
	3. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
	4. any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.
33. Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
34. Remediation Notice: a notice served by the Authority in accordance with clause 24.1(a).
35. Replacement Services: any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.
36. Replacement Supplier: any third party supplier of Replacement Services appointed by the Authority from time to time.
37. Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.
38. 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.
39. Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.
40. Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.
41. Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
42. Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in Schedule 2.
43. Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Supplier and a third party pursuant to which that third party agrees to provide to the Supplier the Services or any part of the Services.
44. Sub-Contractor: the third parties that enter into a Sub-Contract with the Supplier.

Term: the period from the Commencement Date to the End Date unless terminated earlier in accordance with the terms of this agreement.

1. Termination Date: the date of expiry or termination of this agreement.
2. **Working** Day: Monday to Friday, excluding any public holidays in England and Wales.
	1. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
	2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	3. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
	4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
	5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
	7. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
	8. A reference to **writing** or **written** includes fax and e-mail.
	9. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
	10. A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
	11. References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
	12. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	13. If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
		1. the clauses of the agreement;

* + 1. Schedule 1 to this agreement;
		2. the remaining schedules to this agreement other than Schedule 2;

* + 1. Schedule 2 to this agreement.

Commencement and duration

1. Term
	1. This Agreement shall take effect on the Commencement Date and shall continue from the Commencement date until the expiry of one year (the End Date) which shall constitute the Term.
	2. The Authority may by giving the Supplier not less than 1 months’ written notice prior to the expiry of the Term, request the extension of the Term in respect of the whole or part of the Services and on the same terms mutatis mutandis for a period of up to 12 months from the day following the expiry of the Term.
2. Extending the term
	1. The Authority may extend this agreement in respect of the whole or part of the Services and on the same terms mutatis mutandis, for a further period of one year. If the Authority wishes to extend this agreement, it shall give the Supplier at least one months' written notice of such intention before the expiry of the agreement.
	2. If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
	3. If the Authority does not wish to extend this agreement this agreement shall expire on the End Date and the provisions of clause 28 shall apply.
3. Due diligence and Supplier's warranty
	1. The Supplier acknowledges and confirms that:
		1. the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
		2. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 4.1(a);
		3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
		4. it has entered into this agreement in reliance on its own due diligence.
	2. Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
	3. The Supplier:
		1. warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to the Request for Quotations or any pre-qualification questionnaire (where applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
		2. shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services.
	4. The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
	5. Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

The Services

1. Supply of services
	1. The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.
	2. In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a Default Notice).
2. Service standards
	1. The Supplier shall provide the Services, or procure that they are provided:
		1. with reasonable skill and care and in accordance with Best Industry Practice;
		2. in all respects in accordance with the Authority's requirements set out in Schedule 1; and
		3. in accordance with all applicable Law.
3. Compliance
	1. The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
	2. Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.
	3. The Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
		1. all applicable Law regarding health and safety; and
		2. the Health and Safety Policy whilst at the Authority Premises.
	4. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority’s premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
	5. Without limiting the general obligation set out in clause 6, the Supplier shall (and shall procure that the Supplier Personnel shall):
		1. perform its obligations under this agreement (including those in relation to the Services) in accordance with:
			1. all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
			2. the Authority's equality and diversity policy as provided to the Supplier from time to time;
			3. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;
		2. take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
		3. at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.
4. Payment
	1. In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Supplier as set out in Schedule 3.
	2. The Charges:
		1. shall remain fixed during the Term; and
		2. are the entire price payable by the Authority to the Supplier in respect of the Services and include, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
	3. The Supplier shall invoice the Authority for payment of the Charges. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Authority may inform the Supplier from time to time.
	4. The Authority shall accept and process for payment an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
	5. Where the Supplier submits an invoice to the Authority in accordance with clause 8.3, the Authority will consider and verify that invoice in a timely fashion.
	6. The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
	7. Where the Authority fails to comply with clause 8.5, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.6 after a reasonable time has passed from the date on which it is received by the Authority.
	8. Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
		1. provisions having the same effect as clause 8.5 to clause 8.7 of this agreement; and
		2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 8.5 to clause 8.7 of this agreement.

In this clause 8.8, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

* 1. Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 14. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 7 days after resolution of the dispute between the parties.
	2. Subject to clause 8.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 9. The Supplier shall not suspend the supply of the Services if any payment is overdue.
	3. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
	4. The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.
	5. The Authority may at any time, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
	6. All amounts due under this agreement from the Supplier to the Authority shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).
1. Interest
	1. Each party shall pay interest on any sum due under this agreement, calculated as follows:
		1. Rate - 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
		2. Period - From when the overdue sum became due, until it is paid.

Staff

1. Personnel used to provide the services
	1. At all times, the Supplier shall ensure that:
		1. each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged as set out in Section 4 of Schedule 1;
		2. there is an adequate number of Supplier Personnel to provide the Services properly;
		3. only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
		4. all of the Supplier Personnel comply with all of the Authority's policies including those that apply to persons who are allowed access to the applicable Authority's Premises.
	2. The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any such policies, or if they otherwise present a security threat.
	3. The Supplier shall replace any of the Supplier Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care or fails to meet the qualification standards set out in Schedule 1. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
	4. The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
	5. The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

Contract management

1. Reporting and meetings
	1. The Authorised Representatives shall meet on a quarterly basis to discuss the requirements of the Service.
2. Monitoring
	1. The Authority shall monitor the performance of the Services by the Supplier.
	2. The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 12.1 at no additional charge to the Authority.
3. Change control and continuous improvement
	1. Any requirement for a Change shall be subject to the Change Control Procedure.
	2. The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative quarterly in the Term and every quarter during any period this Agreement is extended for on:
		1. the emergence of new and evolving relevant technologies which could improve the Services;
		2. new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
		3. new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
		4. changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.
	3. Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 13.2 shall be addressed by the parties using the Change Control Procedure.
4. Dispute resolution
	1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
		1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
		2. if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Assistant Director and the Supplier's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it; and
		3. if the Authority's Assistant Director and the Supplier's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. The mediation will start not later than 28 days after the date of the ADR notice.
	2. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 37 which clause shall apply at all times.
5. Sub-Contracting and assignment
	1. Subject to clause 15.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
	2. In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
		1. remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
		2. impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
		3. provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.
	3. The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.
	4. Without prejudice to the generality of this clause 15, the Supplier shall:
		1. subject to clause 15.6, advertise on Find a Tender all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
		2. within 90 days of awarding a Subcontract, update the notice on Find a Tender with details of the Subcontractor;
		3. promote Find a Tender to its suppliers and encourage those organisations to register on Find a Tender.
	5. Each advert referred to at clause 15.4(a) shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Find a Tender by the Supplier.
	6. The obligation at clause 15.4 shall only apply in respect of subcontract opportunities arising after the Commencement Date.
	7. Notwithstanding clause 15.4, the Authority may by giving its prior written approval agree that a subcontract opportunity is not required to be advertised on Find a Tender.

Liability

1. Indemnities
	1. The Supplier shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:
		1. the Supplier's breach or negligent performance or non-performance of this agreement;
		2. any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;
		3. the enforcement of this agreement.
	2. The indemnity under clause 16.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of this agreement by the Authority or its Representatives.
2. Limitation of liability
	1. Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.
	2. The Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:
		1. sums paid by the Authority to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
		2. wasted expenditure;
		3. additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
		4. losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier;
		5. breach of data protection; and
		6. any anticipated savings.
	3. Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.
	4. Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
		1. fraud or fraudulent misrepresentation;
		2. death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
		3. breach of any obligation as to title implied by statute; or
		4. any other liability for which may not be limited under any applicable law.
3. Insurance
	1. The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
		1. public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims;
		2. employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
		3. professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
		4. employer’s liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims,

(the Required Insurances). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

* 1. The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
	2. If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
	3. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.
	4. The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

Information

1. Freedom of information
	1. The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
		2. transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
		4. not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
	2. The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 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 Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
	3. Notwithstanding any other term of this agreement, the Supplier 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.
	4. The Authority shall, prior to publication, consult with the Supplier 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 Supplier shall assist and co-operate with the Authority to enable the Authority to publish this agreement.
2. Data processing
	1. The Services involve the Processing of Personal Data and the provisions set out in Schedule 5 apply.
3. Confidentiality
	1. Subject to clause 21.2, each party shall keep the other party's Confidential Information confidential and shall not:
		1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
		2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 21.
	2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
		1. which the other party confirms in writing is not required to be treated as Confidential Information;
		2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
		3. which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
		4. which is in or enters the public domain other than through any disclosure prohibited by this agreement;
		5. which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
		6. which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
	3. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:
		1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
		2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
		3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 21.3*.*
	4. The provisions of this clause 21 shall survive for a period of 6 years from the Termination Date.
4. Audit
	1. During the Term and for a period of 6 years after the Termination Date, the Authority (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:
		1. to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
		2. to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
		3. to review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 20 (Data Protection) and clause 19 (Freedom of Information) and any other legislation applicable to the Services;
		4. to review any records created during the provision of the Services;
		5. to review any books of account kept by the Supplier in connection with the provision of the Services;
		6. to carry out the audit and certification of the Authority's accounts;
		7. to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
		8. to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.
	2. Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this agreement, the Authority may not conduct an audit under this clause 22 more than twice in any calendar year.
	3. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
	4. Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
		1. all information requested by the above persons within the permitted scope of the audit;
		2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
		3. access to the Supplier Personnel.
	5. The Authority shall endeavour to (but is not obliged to) provide at least 14 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
	6. The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
	7. If an audit identifies that:
		1. the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
		2. the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 days. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
		3. the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within 20 days.
5. Intellectual property
	1. In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:
		1. in the course of performing the Services; or
		2. exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

* 1. The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Termination

1. Termination for breach
	1. The Authority may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
		1. if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this clause 24.1 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Authority (a Remediation Notice) to do so;
		2. if a Catastrophic Failure has occurred;
		3. if there is an Insolvency Event.
		4. if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
		5. the Authority reasonably believes that a termination ground listed in section 78(2) of the Procurement Act 2023 applies.
	2. The Authority may terminate this agreement in accordance with the provisions of clause 26 and clause 27.
	3. If this agreement is terminated by the Authority pursuant to this clause 24, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.
2. Termination on notice

Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

1. Force majeure
	1. Provided it has complied with the remaining provisions of this Clause 26, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
	2. The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
	3. The Affected Party shall:
		1. as soon as reasonably practicable after the start of the Force Majeure Event but not later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
		2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
	4. An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.
	5. The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
	6. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' notice to the Affected Party.
2. Prevention of bribery
	1. The Supplier represents and warrants that neither it, nor any Supplier Personnel:
		1. has committed a Prohibited Act;
		2. to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
		3. has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
	2. The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 27.1 at the relevant time.
	3. The Suppler shall (and shall procure that its Supplier Personnel shall) during the Term:
		1. not commit a Prohibited Act; and/or
		2. not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
		3. have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
		4. notify the Authority (in writing) if it becomes aware of any breach of clause 27.3(a) or clause 27.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
	4. The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under clause 27.3.
	5. The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 22.
	6. If the Supplier is in Default under this clause 27 the Authority may by notice:
		1. require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Default; or
		2. immediately terminate this agreement.
	7. Any notice served by the Authority under clause 27.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).
3. Consequences of termination or expiry
	1. On termination or expiry of this agreement the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Authorised Representative shall certify full compliance with this clause.
	2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 16 (Indemnities), clause 17 (Limitation of Liability), clause 18 (Insurance), clause 19 (Freedom of Information), clause 20 (Data Processing), clause 21 (Confidentiality), clause 22 (Audit), clause 24 (Termination for Breach) and this clause 28 (Consequences of termination), shall remain in full force and effect.
	3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

1. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

1. Rights and remedies

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

1. Severability
	1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
	2. If any provision or part-provision of this agreement is deemed deleted under clause 31.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. Partnership or agency
	1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
	2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
3. Third party rights
	1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
4. Publicity

The Supplier shall not:

* + 1. make any press announcements or publicise this agreement or its contents in any way; or
		2. use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

1. Notices
	1. Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
	2. Any notice shall be deemed to have been received:
		1. if delivered by hand, at the time the notice is left at the proper address;
		2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
	3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	4. A notice given under this agreement is not valid if sent by email.
2. Entire agreement
	1. This agreement and the documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
3. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

On behalf of North Northamptonshire Council

By its authorised representative.

………………………………………

…………………………………….

Name of Authorised Signatory

Signed on behalf of ………………………………

By

………………………………………………..

Director

………………………………………………

Director/Company Secretary

1. Specification

## Introduction and Background

Local authorities are responsible for gathering information on the health needs of their local populations. This imperative is described in the Health and Social Care Act 2012, underpinned by Statutory Instrument 2012 number 3094.

Leadership and structures supporting the National Dental Epidemiology Programme transferred into Public Health England on 1 April 2013 and then to the Office for Health Improvement and Disparities (OHID) on 1 October 2021. This protocol forms part of the support that OHID provides.

Each year, OHID publishes a National Protocol which identifies the target population group and provides a description of the standardised methods that fieldwork teams should use when undertaking the main survey.

Historical population groups have been as:

|  |  |
| --- | --- |
| **YEAR** | **POPULATION GROUP** |
| 2007/08 | 5-year-olds attending mainstream, state-funded schools |
| 2008/09 | 12-year-old children attending mainstream, state funded schools |
| 2011/12 | 5-year-olds attending mainstream, state-funded schools |
| 2012/13 | 3-year-olds attending private and state-funded nurseries, nursery classes attached to schools and playgroups |
| 2013/14 | 5-year-old and 12-year-old children attending special support schools |
| 2014/15 | 5-year-olds attending mainstream, state-funded schools |
| 2016/17 | 5-year-olds attending mainstream, state-funded schools |
| 2018/19 | 5-year-olds attending mainstream, state-funded schools |
| 2019/20 | 3-year-olds attending private and state-funded nurseries, nursery classes attached to schools and playgroups |
| 2021/22 | 5-year-olds attending mainstream, state-funded schools |
| 2022/23 | Year 6 children attending mainstream, state-funded schools |
| 2023/24 | 5-year-olds attending mainstream, state-funded schools |
| 2024/25 | Adults aged over 65 living in care and nursing homes |

The findings of the survey allow local authorities to monitor the oral health of local people. The results are a Public Health Outcomes Framework (PHOF) indicator, reported as an item on the Single Data List and classified as Official Statistics.

Survey data is used to:

* Enable local authorities to meet their responsibilities with regard to health needs assessments.
* Inform part of a health needs assessment, particularly joint strategic needs assessments.
* Provide comparisons with children of the same age in previous surveys to permit monitoring of the PHOF measure.
* Inform the local oral health improvement strategy.
* Provide standardised information for comparison locally, regionally, and between countries of the UK.

## Scope

The objectives of the survey are:

* to use the sampling procedures described in the British Association for the Study of Community Dentistry (BASCD) guidance on sampling for surveys of child oral health.
* to examine the target population group using dental caries diagnostic criteria and examination techniques based on those agreed by BASCD for dental caries prevalence surveys.
* to report on the prevalence of dental caries.

The population group for the 2025/26 survey will be 5-year-old children attending mainstream, state-funded schools. This survey will use the same sampling frame as previous surveys to allow statistical comparison at local authority level. The surveys are currently the only measures we have of oral health at local authority geography and the national programme produces robust information that is comparable across local authorities offering benchmarking and an overall national picture.

The Provider will complete the minimum sample size as set out in the National Protocol for each of the previous lower-tier local authority areas:

* Corby sample size of 250
* East Northamptonshire sample size of 250
* Kettering sample size of 250
* Wellingborough sample size of 250

The population group for the 2026/27 survey will be confirmed by the National Protocol as published for the new survey year.

## Business Continuity and Disaster Recovery

The Provider will produce a summary of the business continuity programme within their organisation including its scope objectives and key components.

The supplier must be able to replace any members of the survey team with a suitably skilled and qualified replacement should they be unable to deliver the service due to ill-health or other unforeseen circumstances. The delivery timetable is fixed nationally – the fieldwork and data submission must be completed on schedule.

## Statement of Requirements

The Provider will conduct the survey in line with the National Protocol and associated documents published at [Oral Health – GOV.UK](https://www.gov.uk/government/collections/oral-health). This will set out the full requirements relating to survey population, methodology, personnel, fieldwork, and collection of data and reporting.

All staff carrying out survey work will have been suitably trained and calibrated (when required) to a recognised standard regional examiner and be suitably qualified to practice in line with the General Dental Council Scope of Practice.

The Provider will only use clinical examiner(s) who have successfully calibrated at an appropriate calibration session, usually using clinical guidance provided by British Association for the Study of Community Dentistry (BASCD).

The Provider will ensure that all delivery staff receive annual training on confidentiality and information governance.

All staff involved in the service must have completed recent safeguarding children and conform to North Northamptonshire’s local authority’s protocols.

All staff will have completed any pre-employment checks e.g. Disclosure and Barring Service checks that are required, if applicable.

## Implementation Criteria

The timeline for the 2025/26 year is outlined below:

* **National training and calibration** for the survey will take place in **June 2025**
* **Regional training** will be rolled out from **September 2025**
* **Fieldwork** will take place following regional training **throughout the school year**
* **Data will need to be submitted** to the Office for Health Improvement and Disparities by the end of **August 2026**

Dental epidemiology co-ordinators (DECs – consultants in dental public health) across England, will advise throughout the process.

Local DECs must be informed of proposed sampling methods so that they can confirm their validity before the survey commences.

The Council anticipates that the National Protocol for the 2026/27 year will follow a similar timeline as outlined above.

## Performance Monitoring and Review/Project Management

The undertaking of the survey work will be managed/monitored on a day-to-day basis by the Provider, they will be accountable through a nominated officer to the responsible Council Commissioning Manager until otherwise notified.

The Provider will provide a quarterly written report detailing progress towards meeting the survey sample requirements and highlighting any challenges. Quarterly monitoring meetings will be arranged by Commissioners to review performance with the Provider.

## Social Benefits

Employment, Skills, and Economic Regeneration - Providers should actively contribute to the local economy by:

* 1. Local Employment: Prioritising the recruitment of staff from within North Northamptonshire, especially from underrepresented or disadvantaged groups, to boost local employment opportunities.
	2. Supporting Local Suppliers: Where possible, procuring goods and services from local businesses to strengthen the local supply chain and promote economic regeneration within the area, and where appropriate and affordable, encourage participants to shop locally and support local.
1. Supplier's Tender
2. Charges/Fees
3. Change control
4. General principles
	1. Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2of this Schedule 4.
	2. Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
	3. Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
	4. Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 4, shall be undertaken entirely at the expense and liability of the Supplier.
5. Procedure
	1. Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
		1. no further action being taken; or
		2. a request to change this agreement by the Authority; or
		3. a recommendation to change this agreement by the Supplier.
	2. Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
	3. A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
	4. Each Change Control Note shall contain:
		1. the title of the Change;
		2. the originator and date of the request or recommendation for the Change;
		3. the reason for the Change;
		4. full details of the Change, including any specifications;
		5. the price, if any, of the Change;
		6. a timetable for implementation, together with any proposals for acceptance of the Change;
		7. a schedule of payments if appropriate;
		8. details of the likely impact, if any, of the Change on other aspects of this agreement including:
			1. the timetable for the provision of the Change;
			2. the personnel to be provided;
			3. the Charges;
			4. the Documentation to be provided;
			5. the training to be provided;
			6. working arrangements;
			7. other contractual issues;
		9. the date of expiry of validity of the Change Control Note;
		10. provision for signature by the Authority and the Supplier; and
		11. if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under clause 24.1(e) will be apportioned.
	5. For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:
		1. allocate a sequential number to the Change Control Note; and
		2. evaluate the Change Control Note and, as appropriate:
			1. request further information;
			2. accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
			3. notify the Supplier of the rejection of the Change Control Note.
	6. A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.
6. Data Processing Schedule

This Data Processing Schedule is commencing on the 1st of September 2025.

**1 DESCRIPTION OF SERVICES**

* 1. Local authorities are responsible for gathering information on the health needs of their local populations. This imperative is described in the Health and Social Care Act 2012 underpinned by Statutory Instrument 2012.

Leadership and structures supporting the National Dental Epidemiology Programme transferred into Public Health England on 1 April 2013 and then to the Office for Health Improvement and Disparities (OHID) on 1 October 2021. This protocol forms part of the support that OHID provides.

The population group for the 2025 to 2026 survey will be 5-year-old children attending mainstream schools. The findings will allow local authorities to monitor this age group. The results are a Public Health Outcomes Framework (PHOF) indicator, reported as an item on the Single Data List and classified as Official Statistics.

This protocol allows for the inclusion of 5-year-old children attending special schools in addition to the main survey sample. The decision about doing this and resourcing the additional fieldwork needs to be taken locally. This protocol provides a description of the standardised methods that fieldwork teams should use when undertaking the main survey.

**2 ROLES OF THE PARTIES**

2.1 The relationship between the parties is Controller & Processor.

The Data Controller is: North Northamptonshire Council (NNC)

The Data Processor is: TBC - Provider

The Data Discloser is: The identified mainstream schools

The Data Recipient is: Office of Health improvement and Disparities (OHID)

The data controllers Data dpo@northnorthants.gov.uk

Protection Officer’s contact details:

2.2 The Provider will process some personal data, as a data processor for the data controller’s purposes; and only on its instruction but also process that same personal data for their own separate purposes.

2.3 Where the data is used for a purpose outside the scope of this contract and schedule, NNC will become the data controller of that data and act in accordance with UK Data Protection Legislation. NNC should ensure their systems and procedures distinguish between personal data processed in their capacity as data controller and that data processed as a data processor, on the data controller’s behalf.

2.4 All parties to this schedule must appoint and communicate to each other the Specific Points of Contact (SPOC). The SPOC’s within each organisation will be the first point of contact for questions about this schedule.

|  |  |
| --- | --- |
| **NNC** |  |
| Name | Lee Howe  |
| Job Title | Commissioning Manager  |
| Email | Lee.Howe@northnorthants.gov.uk  |
| **[TBC -Provider]** |  |
| Name |  |
| Job Title |  |
| Email |  |

2.5 Data controllers are responsible for ensuring that the processing of personal data takes place in compliance with UK GDPR and the Data Protection Act 2018. Data controllers have the right and obligation to make decisions about the purposes and means of the processing of personal data.

2.6 Unless legally exempt, the provider is obligated to provide the data controller with confirmation and evidence of ICO registration.

2.7 Each party ensures that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data between the parties for the agreed purposes.

**3 PURPOSE AND SCOPE**

3.1 The agreed purpose of this data processing is for the provision of the Dental Epidemiology Programme. The aim of the survey is to measure the prevalence and severity of dental caries among 5-year-old children within each lower tier local authority. The resulting reports will give details of dental caries levels and other clinical measures and provide information for local authorities, the NHS and other partners.

3.2 Each party considers this data processing initiative necessary to achieve the agreed purpose.

3.3 The aim of the data processing is to:

* enable local authorities to meet their responsibilities with regard to health needs assessments;
* inform health needs assessments;
* provide comparisons with children of the same age in previous years (2008, 2012, 2015, 2017, 2019, 2022 and 2024) to permit monitoring of the PHOF measure; and
* provide standardised information for comparison locally, regionally and between countries of the UK.

3.4 It will serve to benefit society by informing local oral health improvement strategies.

**4 Purpose Limitation**

4.1 Personal data will be processed only on the data controller’s documented instructions and not be, shared, disclosed, or used in any way except:

* in accordance with this Schedule; or
* as required by law.

4.2 As long as in keeping with this schedule and UK data protection legislation, the data processor may make its own day-to-day operational decisions, unless it is required to do otherwise by law.

4.3 Any data processing is undertaken in accordance with UK GDPR and the Data Protection Act 2018. Further details can be found in the:

[Public Health privacy notice | North Northamptonshire Council](https://www.northnorthants.gov.uk/service-privacy-notices/public-health-privacy-notice) on the [North Northamptonshire Council](https://www.northnorthants.gov.uk/) website; and

4.4 Where reporting and monitoring information is required to be provided to the data controller for performance of contract, all personal data should be anonymised, including information that if combined, would identify any living individual.

4.5 Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically.

4.6 Under Article 28(3)(d) the data processor should not engage another data processor (a sub-processor) without the data controller’s prior specific or general written authorisation.

4.7 Where the data processor intends to engage a sub-contractor pursuant to clause 4.6 above and intends for that sub-contractor to process any personal data relating to this agreement, it shall:

* notify the data controller in writing of the intended processing by the sub-contractor;
* obtain prior written consent from the data controller to the processing;
* enter into a written agreement incorporating terms which are substantially similar to those set out in this schedule. Where applicable the data processor is liable to the data controller for a sub-processor’s compliance with its data protection obligations.

4.8 The data recipient shall:

* not transfer or otherwise process the personal/special category data outside the UK without obtaining the data controller’s prior written consent, which will include the transfer instructions and obligations under Article 45, 46 & 49 UK GDPR.
* not share the shared personal data with any third party without the consent of the data discloser in accordance with the data controllers transfer instructions.

**5 LAWFUL BASIS**

5.1 The UK GDPR Article 6(1) lawful basis for processing personal data is:

(c) processing is necessary for compliance with a legal obligation to which the controller is subject.

(e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

The governing legislation and guidance is:

* Children Act 2004.
* Statutory Instrument 2012, No. 3094 The NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012.
* Part 4 Dental Public Health Functions of Local Authorities.

The UK GDPR Article 6(1) lawful basis for NNC to engage the data processor to enable the processing of personal data is:

(f) Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

The UK GDPR Article 6(1) lawful basis for the data processor to process the personal data is:

(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes.

The UK GDPR Article 6(1) lawful basis for the data processor to share the required data with OHID is:

(c) processing is necessary for compliance with a legal obligation to which the controller is subject.

5.2 The lawful basis for processing requesting anonymised data for reporting and monitoring purposes, is to evidence the party’s compliance with its statutory requirements regarding assessment in line with [Oral health survey guidance - GOV.UK](https://www.gov.uk/government/publications/oral-health-survey-guidance)

5.3 In respect of special categories of personal data, the applicable UK GDPR Article 9(2) ground are:

(a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where [domestic law provides] that the prohibition may not be lifted by the data subject; and

(h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of [domestic law] or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3.

5.4 In respect of special categories of personal data, the Data Protection Act 2018 Schedule 1 condition (2) Health or social care purposes.

**6 DATA USE PROVISIONS AND DATA QUALITY**

6.1 The data processors dental epidemiology co-ordinators (DEC) are responsible for sending the survey data and documentation securely to OHID.

The ‘access data collection’ tool, with the specific format for this survey should be used to input the non-clinical and clinical survey data as soon as possible after visiting the school. This is available from the survey toolkit. Data should not be left to be entered as a batch when all fieldwork is completed. The data collection tool contains several free fields for local use at the end. If these are insufficient for local information requirements, bespoke requirements can be arranged by contacting dentalphintelligence@dhsc.gov.uk. Prior to sending on completed data files, each fieldwork team is responsible for checking their data for inaccuracies. Common errors include incorrect dates of birth, duplicate entries for children or schools and clinical data for children coded as being absent. Step-by-step guidance on the checking, cleaning and labelling of data files is available in the Guidance for handling data, available from the survey toolkit.

Once the data has been checked and any identified errors corrected, files should be correctly labelled according to the guidance and sent securely to the relevant DEC to upload. Extracted Excel files should be labelled to indicate the survey group, year and local authority to which they refer.

Fieldwork teams are responsible for sending data to the local dental epidemiology coordinator the complete dental survey record for each child taking part. This record will include the personal information of each child together with the results of the dental examination.

This information must be handed directly in person to the DEC on a removable storage device, such as an encrypted password-protected memory stick, sent to the DEC by secure email or uploaded to a secure folder accessible only by the fieldwork team and DEC.

No information for children for whom parental agreement to take part in the survey has not been received should be sent to the DEC.

The fieldwork team is also responsible for securely destroying at the earliest opportunity after the dental examinations have been completed in each school the personal information of any children for whom parental agreement to take part has not been obtained.

6.2 The identified schools are responsible for ensuring that the parents of all children eligible to take part in the oral health survey are provided with the parental agreement form and the ‘Information for Parents’ leaflet, although the fieldwork team may undertake this on their behalf.

The school is also responsible for:

* receiving the signed agreement forms from parents;
* informing the fieldwork team of which children have parental agreement to receive a dental examination; and
* providing the signed agreement forms to the fieldwork team

6.3 The role of OHID is to analyse the data collected by the fieldwork teams and publish the results of the survey in a national report on children’s oral health.

OHID is responsible for:

* ensuring that only staff from the OHID national Dental Public Health team have access to the personal data of the children taking part in the survey.
* ensuring this information is securely protected.

OHID may share data from the oral health survey with local authorities and academic researchers so that they can use it to improve oral health, care and services through research and planning.

OHID is responsible for ensuring that any data it does share with third parties and the data controller is de-personalised in accordance with the ICO’s Anonymisation Code of Practice.

6.2 The disclosing party is responsible for the quality of the data they are sharing.

6.3 Before sharing data, the disclosing party will check that the data being shared is accurate valid, reliable, timely, relevant, complete and up to date to the best of their knowledge. If sensitive data is being shared, which could harm the data subject if it was inaccurate, then particular care must be taken.

6.4 The parties shall ensure that the shared personal data remains confidential and that no one, including any member of any party's personnel, has access to the shared personal data other than those directly involved in, or connected with, the agreed purposes.

6.5 The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor’s authority are subject to the abovementioned confidentiality.

**7 CATEGORIES OF DATA SUBJECT**

7.1 Children who will have reached the age of 5 years but have not had their 6th birthday residing in North Northamptonshire.

**8 CATEGORIES OF PERSONAL DATA**

8.1 The data processor will be required to process the following data on the data controller’s behalf, for the agreed purpose:

* Postcode
* Date of birth
* Multiple births

8.2 None for monitoring and reporting purposes.

8.3 For fraud, law enforcement and prevention and detection of crime purposes, the parties will specify as part of the request.

**9 SPECIAL CATEGORIES OF PERSONAL DATA**

9.1 The data processor will be required to process the following special category data on the data controller’s behalf, for the agreed purpose:

* Sex
* Racial or ethnic origin
* Dental information relating to the condition of the individuals’ teeth.

9.2 Anonymised data relating to the data set in 9.1 required.

9.3 For fraud, law enforcement and prevention and detection of crime purposes, the parties will specify as part of the request.

**10 MONITORING AND REPORTING DATA**

10.1 Anonymised monitoring and reporting data relating to the below is required:

* start and finish dates of the period of examinations (dd/mm/yyyy to dd/mm/yyyy).
* total number of mainstream schools providing education to 5-year-old children
* total number of 5-year-old children attending listed schools
* number of schools visited.
* number of 5-year-old children for whom agreement to participate was initially sought.
* number of 5-year-old children with agreement to participate.
* number of 5-year-old children for whom agreement to participate was sought and who did not respond or for whom a negative response was received.
* number of 5-year-old children with agreement to participate who were examined.
* number of 5-year-old children with agreement to participate who were absent on the day of the survey.
* number of 5-year-old children with agreement to participate who refused to be examined on the day of the survey.

10.2 Monitoring and reporting data will be shared annually 31st August 2026.

**11 SECURITY MEASURES**

11.1 Data controllers and data processors are obliged under Article 32 to put in place appropriate technical and organisational measures to ensure the security of any personal data they process which may include, as appropriate:

* encryption and pseudonymisation;
* the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
* the ability to restore access to personal data in the event of an incident; and
* processes for regularly testing and assessing the effectiveness of the measures.

11.2 All shared personal data shall be encrypted and transferred by secure methods approved by both parties.

11.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the shared personal data in accordance with the technical and organisational security measures set out in this schedule, together with any other applicable laws and guidance.

11.4 Anonymised data can be sent via email.

11.5 Personal and / or special category data for law enforcement, prevention and detection of crime or fraud should be sent via secure file transfer portal. In this event the data controller will arrange for the data processor to access the portal. Once the information has been downloaded by the recipient, the discloser will delete the data from the portal.

11.6 Security & cyber provisions for the data processors software solutions:

* Provide secure user authentication mechanisms, such as username / password, multi-factor authentication (MFA).
* Define user roles and access privileges based on specific functionalities and data permissions.
* Ensure that all data transfers between the client and the solution are encrypted using latest versions of / secure protocols, such as HTTPS or SSL / TLS.
* Data at rest within the data processors network should be securely protected.
* Implement mechanisms to ensure that each user's data is logically separated and isolated from other users within the solution.
* Maintain detailed logs and audit trails of user activities, system events, and access to sensitive data within the solution.
* Define procedures for identifying, reporting, and responding to security incidents or breaches. Establish an incident response team and define roles and responsibilities.
* Ensure that the solution is regularly updated with security patches and updates to address vulnerabilities and mitigate risks.
* Implement regular and reliable backup procedures to protect against data loss. Define recovery time objectives (RTO) and recovery point objectives (RPO) for data restoration in case of system failures or disasters.
* Apply encryption mechanisms to protect data at rest and in transit. Specify encryption algorithms, key management, and storage practices.
* Implement secure coding practices, code reviews, and vulnerability assessments during the development and maintenance of the solution.
* Establish processes for regular vulnerability scanning, assessment, and patch management to address potential security weaknesses.
* Implement firewalls, intrusion detection / prevention systems (IDS / IPS), and secure network configurations to protect against unauthorised access and network-based attacks.
* If the solution provides APIs, ensure that they follow secure coding practices, employ authentication and authorisation mechanisms, and implement input validation and output encoding to prevent API abuse or injection attacks.
* Define performance and scalability requirements to ensure that the solution can handle the expected user load securely without compromising performance.
* Ensure high availability through redundant systems, failover mechanisms, and disaster recovery procedures.

**12 DATA TRANSFER AND ACCESS REQUIREMENTS**

12.1 Data is to be shared with OHID via upload to a region-specific secure Microsoft Teams channel accessible only to the relevant DEC and named OHID staff. Data files must only be transferred by hand on a password-protected memory stick from the fieldwork team to a DEC or via email from an nhs.net address to a DEC’s nhs.net address.

12.2 Data will be shared as and when consultations take place.

12.3 Access will be limited to the party’s authorised personnel only and permitted recipients.

* + 1. The parties may share personal data with permitted recipients where applicable by law or by virtue of this schedule. Permitted recipients are the OHID.

12.5 Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

**13 RETENTION**

13.1 Personal information for the purpose of this processing will be kept by the data processor for the duration of contract or Personal information submitted to the DEC will be kept by the data processor for 1 year, unless otherwise permitted or obligated by statue or common law.

13.2 Personal information for the purpose of this processing will be kept by the recipient for 3 years and securely deleting this information at the end of this period.

**14 STORAGE**

14.1 Personal data is securely stored on data controllers and data processors systems.

14.2 Personal data will not be stored outside of the UK or EU, unless where an adequacy decision has been made for that country.

**15 DELETION**

15.1 On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller (unless otherwise permitted or obligated by statue or common law) and certify, in writing or via email to the data controller that it has done so.

15.2 The data processor will securely dispose personal data in line with the specified retention period. Disposal is to be undertaken via confidential waste for physical copy, and permanent deletion from data processors systems / servers (including back-up and archive).

15.3 Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 UK GDPR.

**16 DATA SUBJECTS’ RIGHTS (INDIVIDUAL RIGHTS REQUESTS)**

16.1 The parties each agree to provide such assistance as is reasonably required to enable the other Parties to comply with Individual Rights Requests within the time limits imposed by UK data protection legislation.

16.2 The data processor will take appropriate technical and organisational measures to help the data controller respond to requests from individuals to exercise their rights.

16.3 The data processor shall, insofar as this is possible, assist the data controller in compliance with individual rights under UK GDPR.

16.4 Each party shall:

* promptly inform the other party about the receipt of any Individual Rights Request (within 48 Hours);
* not disclose or release any shared personal data in response to an Individual Rights Request, without first consulting the other party wherever possible.

16.5 Each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

**17 BREACH REPORTING & RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE ICO**

17.1 Considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to:

* keep personal data secure;
* notify personal data breaches to the data controller, immediately/without undue delay of awareness to allow the data controller to comply with the requirement to notify the ICO (where appropriate) within the 72-hour deadline.
* notify personal data breaches to data subjects only if instructed by data controller;
* carry out data protection impact assessments (DPIAs) when required; and;
* consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.

17.2 In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

17.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the parties may elect to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

17.4 Each party shall abide by a decision of a court in England or Wales or the ICO in relation to a dispute arising under this agreement.

**18 AUDITS AND INSPECTIONS**

18.1 The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 UK GDPR and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.

18.2 The data processor shall be required to provide the supervisory authority, which pursuant to applicable legislation have access to the data controller’s and data processor’s facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor’s physical facilities on presentation of appropriate identification.

**19 INDEMNITY**

19.1 The data processor shall indemnify the data controller against any losses, damages, cost or expenses incurred by the data controller arising from, or in connection with, any breach of the data processors obligations under this schedule.

**20 REVIEW / VARIATION / TERMINATION**

22.1 No variation of this schedule shall be effective unless it is in writing and signed by the parties.

22.2 If, during the term of this schedule, UK data protection legislation changes in a way that this schedule, is no longer adequate for the purposes of governing lawful data sharing exercises, the parties shall enter into good faith negotiations to review this schedule to ensure continued lawfulness.

22.3 The schedule will expire on 31st August 2026.

**Glossary of Terms**

|  |  |
| --- | --- |
| **Term**  | **Definitions & Interpretation**  |
| Adequacy | This is a status granted by the European Commission to countries outside the European Economic Area (EEA), who provide a level of personal data protection comparable to that provided in the UK and EU. If adequacy has not been granted, you may not be able to use that supplier.  |
| Agreed Purposes  | All purposes associated with the operation of the National Dental Epidemiology Programme, in particular where service delivery requires input from the other party to ensure continuity for the customer and/or where service is delivered on behalf of one or other party. |
| Data Controller  | Takes the meaning given in the UK GDPR.  |
| Data Processor  | Takes the meaning given in the UK GDPR.  |
| Joint Controller  | Takes the meaning given in the UK GDPR.  |
| Data Discloser  | The Party sharing the Shared Personal Data.  |
| Data Recipient  | The Party receiving the Personal Data.  |
| Data Protection Legislation  | Any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act   2018 and the UK General Data Protection Regulation  as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (hereinafter “UK GDPR”), and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body).  |
| Data Subject  | Takes the meaning given in the UK GDPR.  |
| ICO  | UK Information Commissioner's Office, or any successor or replacement body from time to time  |
| Individual Rights Request  | A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data.  |
| UK GDPR  | UK General Data Protection Regulation.  |
| Permitted Recipients  | Third parties to whom each Party is permitted to disclose the Personal Data. |
| Personal Data  | Takes the meaning given in the UK GDPR.  |
| Personal Data Breach  | Takes the meaning given in the UK GDPR and includes any actual or suspected, threatened or ‘near miss’ personal data breach in relation to the personal data.  |
| Personnel  | All persons engaged or employed from time to time by either party in connection with this Agreement, including employees, consultants, contractors and permitted agents. |
| Processing  | Takes the meaning given in the UK GDPR.  |
| Shared Personal Data  | The Personal Data to be shared, where necessary only, between the Parties of this Agreement.  |
| Security Requirements & Measures  | The requirements and measures regarding the security of personal data, as set out in Articles 28 and 32 of the GDPR.  |
| Special Categories of Personal Data  | The categories of Personal Data set out in Article 9(1) of the UK GDPR.  |