**Please note:**

* ***Section 1***: To be completed by the Supplier, please review and complete Appendix 2 and 3.
* ***Section 2***: To be completed by the Requestor and Budget Holder.

*As the budget holder you have the authority to authorize up to the ‘Total Contract Value’ being requested in this form.*

* ***Section 3***: To be completed by Procurement and Finance
* ***Appendix 1: AP guidance***
* ***Appendix 2: GDPR requirement –*** *supplier response required if accessing Personal Data held by BEH*
* ***Appendix 3: GDPR requirement –*** *supplier response required if accessing Personal Data held by BEH*
* Where possible please complete the form electronically in original format (Word doc.)
* All details should be completed in full and correct as of today’s date, all details will be subject to independent checks.
* You will need full justification and evidence of why the new supplier is required. Procurement and Finance will not approve requests without this.
* You may be requested to submit further evidence for requirement if the details provided are not sufficient, this will affect the timescales for processing.
* There is a guide for completion on the final page of this document.

|  |  |  |  |
| --- | --- | --- | --- |
| Section 1: Supplier Details | | | |
| Please tick as Appropriate: | New Set Up  Amendment  Re-activate | | |
| Full Supplier Details | | | |
| Supplier Name: |  | | |
| Address Line 1: |  | | |
| Address Line 2: |  | | |
| Address Line 3: |  | | |
| County: |  | | |
| Postcode: |  | | |
|  | | | |
| Email for Purchase orders: |  | | |
| Email for Remittances: |  | | |
|  | | | |
| Contact Name: |  | | |
| Contact Tel No: |  | | |
|  | | | |
| DUNS Number: |  | | |
| Company Registration No: |  | | |
| Company VAT Number: |  | | |
| Bank Details | | | |
| Bank Name & Address: |  | | |
| Account Name: |  | | |
| Sort Code: |  | | |
| Account Code: |  | | |
| Bribery | | | |
| The policy of the Trust is to conduct all its business in an honest and ethical manner, and to comply with all applicable anti-corruption legislation, including the Bribery Act 2010. The Trust takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally and with integrity in all its business dealings and relationships whether in the UK or abroad.  **Declaration:** We, the Supplier, comply with the Bribery Act 2010.  Yes  No | | | |
| Corporate Social Responsibility | | | |
| The Trust is currently operating under a policy of Socially Responsible Procurement (SRP) in relation to Corporate Social Responsibility (CSR) and it is expected any supplier who engages with the Trust should also have a demonstrable CSR Policy which outlines their commitment to being ethical and sustainable. This should include but not be limited to the Modern Slavery Act 2015, the Human Rights Act 1998, Sustainable Supply Chain practice and Ethical Procurement practice.  **Declaration:** We, the Supplier, agree to the above-mentioned pledge of CSR.  Yes  No | | | |
| For Sole Traders | | | |
| If you are a Sole Trader you will need to access the link below and complete the form. Please attach result when returning this completed application form.  <https://www.gov.uk/guidance/check-employment-status-for-tax> | | | |
| Supplier Sign off | | | |
| **Declaration:**  I confirm that all above details provided are correct.  I confirm that appendix 2 and 3 (page 9) has been reviewed and completed. | | | |
| Name: | | Signed: | Date: |
| Please see **Appendix 1** for guidance on Invoicing and Accounts Payable information, please ensure you use the correct details according to the Trust you are providing goods & services to. | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Section 2: Justification and SFI Compliance | | | | | | | | | |
| Requestor Details | | | | | | | | | |
| Name: |  | | | Job Title: |  | | | | |
| Department: |  | | | Cost Centre/ Budget Code: |  | | | | |
| Email: |  | | | Tel No: |  | | | | |
| Complete Independent Verification:  Minimum Checks: Company Name, Address, Vat No, Bank Details | | | | | | | | | |
| Tick as appropriate:  Google – Supplier Name, Address, Tel No  VAT – VAT Checked Website  Invoice | | | HMRC Tax Position  IR35  Result of procurement process  Other – please state details: | | | | | | |
| Justification | | | | | | | | | |
| *Please specify why this supplier has been selected and what goods/services are required, description should be as detailed as possible to allow for alternative quotes to be sourced if required:* | | | | | | | | | |
| Value required for first order | | | | | | | | £ | |
| Total anticipated Value of spend with Supplier (Total Contract Value) | | | | | | | | £ | |
| Is this a One Off Request: | | | | | | | | Yes  No | |
| Has an invoice already been received: | | | | | | | | Yes  No | |
| Evidence of SFI compliance | | | | | | | | | |
| Please tick as appropriate and attach evidence: | | | | | | | | | |
| Up to £10,000 – One written quote with Budget Holder approval | | | | | | | | |  |
| £10,000 to £30,000 (2 written quotes - Budget Holder, Responsible Associate Director approval and Procurement) | | | | | | | | |  |
| £30,000 to £75,000 (3 written quotes - Budget Holder, Responsible Associate Director approval and Procurement) | | | | | | | | |  |
| £75,000+ (4 competitive tenders - Service Director, Chief Finance & Investment Officer and Procurement) | | | | | | | | |  |
| Over PCR15 Threshold\* (Fully compliant Public Regulations 2012 (PCR) Tender exercise)  *\*PCR15 Good/Service Threshold 139,688 (incl. VAT), Works Threshold £5,372,609 (incl VAT) updated April 2024* | | | | | | | | |  |
| Framework Contract: (please specify) | | | | | | | | |  |
| *If the above are not applicable please confirm a waiver has been submitted and signed off, the New Supplier Request* ***will not*** *be actioned without this evidence:* | | | | | | | | | |
| Procurement Waiver, please send as attachment with request: | | | | | | | | |  |
| IR35 Result (if applicable) | | | | | | | | | |
| I confirm that the form has been completed and the status is as below, evidence will be sent with this request. | | | | | | | | | |
| Employed | | | | | | | | |  |
| Self-employed | | | | | | | | |  |
| Cannot be determined | | | | | | | | |  |
| Conflict of Interest (to be completed by the Budget Holder) | | | | | | | | | |
| “I confirm that the person requesting this supplier to be added to the eProcurement system has no personal or financial interest in the ‘New Supplier’ to be set up. I further confirm that I will in no way benefit from any transactions between the Trust and this company.”  I Agree  I do not agree.  If you do have a personal or financial interest in the ‘new supplier’ please add details here: | | | | | | | | | |
| Internal Sign off (Budget Holder in line with level of spend) | | | | | | | | | |
| **Declaration:**  I, as the budget holder, confirm that I have approved this ‘New Supplier’ in line with any and all relevant Trust Policies (Health and Safety, Infection control, Information Governance, Estates, and IT etc) and where the SFIs (Standing Financial Instructions) are applicable there is sufficient evidence to satisfy.  *(If this box is not ticked on submission of the form it will be returned with follow up questions)* | | | | | | | | | |
| Approver Name: | |  | | | | Date: |  | | |
| Signature: | |  | | | | | | | |

Once completed in full this form should be emailed first to the Procurement department, please include all relevant attachments.

For further guidance on completing the form please contact the correct team:

|  |  |  |  |
| --- | --- | --- | --- |
| **BEH Email:** | [Beh.procurement@nelft.nhs.uk](mailto:Beh.procurement@nelft.nhs.uk) | **NELFT Email:** | [Supplies@nelft.nhs.uk](mailto:Supplies@nelft.nhs.uk) |
| **BEH Tel:** | 0300 300 1539  0300 555 1201 ext 54470 | **NELFT Tel:** | 0300 555 1201 ext 64480 |

|  |  |  |  |
| --- | --- | --- | --- |
| Section 3: Procurement & Finance Sign Off | | | |
| Category *(mark as appropriate)* | | | |
| Corporate and Professional Services | Abdul Bari Hussain | |  |
| Clinical | Chris George | |  |
| Estates and Facilities | Natasha Tackie | |  |
| IT | Pelham Wickes | |  |
| Category Lead Sign off above £75,000 | | | |
| D&B Score Rating |  | | |
| Outcome of Supplier Risk Assessment (needed if D&B score rating not available or score is lower than 10): | | | |
| For Contracts valued over £75k a Dun & Bradstreet (D&B) Check/Review has been completed  <https://www.dnb.co.uk/duns-number/lookup.html> | Name:  Signed: | Date: | |
| Finance Sign Off where applicable: | | | |
| Approved by Head of Financial Assurance or delegated Officer | Name:  Signed: | Date: | |
| Approved by Chief Finance & Investment Officer  (*Only required if D&B score is lower than 10 or no rating available)* | Name:  Signed: | Date: | |

|  |  |  |  |
| --- | --- | --- | --- |
| Section 4: Transactional Sign Off | | | |
| Buyer Name: |  | Date Completed form sent to ELFS |  |

Steps for Completing New Supplier Request

|  |  |
| --- | --- |
| Step | Action Required |
| 1 | Establish need for new supplier to be added to the system.  *NB: This should be in line with correct procurement processes, i.e. competitive quotes sourced up to £50k and the most appropriate provider chosen* |
| 2 | Requestor requests ‘Section 1: Supplier Details’ to be completed by the supplier.  *NB:* *Must include the Bribery Act confirmation and correct bank details for invoice payment.* |
| 3 | Supplier sends completed form to Requestor  *NB: Requestor to sense check response from supplier. i.e. Google search to validate contact details, IR35 checks and implications.* |
| 4 | Requestor to complete justification and evidence  *NB: full spec will be required so that Procurement could benchmark if required.*  *Independent checks should be processed by the department requesting the new supplier, Google search to confirm that the details are correct etc.* |
| 5 | Budget holder signs off and accepts compliance with Trust Policies.  *NB: Budget holder must be attached to the budget code and have the appropriate level of sign off.* |
| 6 | Signed form sent to Procurement  *NB: Please ensure you are sending to the correct email address, BEH or NELFT will have separate emails.* |
| 7 | Procurement to validate requirement and route to market. Sense check that goods/services not available from existing supplier/contract. (Finance sign off if required over £75k)  *NB: If information is not sufficient we will require follow up information before approving* |
| 8 | Confirmation sent to Transactional Team for final processing to send to ELFS to add to the system.  *NB:* |

**Appendix 1.A**

**BEH Suppliers**

**Invoicing & Accounts Payable Information at Barnet, Enfield and Haringey NHS Trust**

**Invoicing Address:** Barnet, Enfield and Haringey NHS MHT

C/O Mitie

Unit 8

Network Park

Duddeston Mill Road

Birmingham

B8 1AU

**Invoice Registration Email:** [elfs.306beh@cloud-trade.net](mailto:elfs.306beh@cloud-trade.net)

**Invoice Query Email:** [ap.beh@elfs.myservicedesk.com](mailto:ap.beh@elfs.myservicedesk.com)

**Phone:** 01254 786021

Our Accounts Payable function is now provided by ELFS Shared Services, and part of this transfer was moving towards a full e-invoicing solution, so we would therefore request that you submit your invoices electronically directly to ELFS.

**Benefits of electronic invoice submission:**

* There is no charge to use the service
* Invoices will be processed faster with no errors
* Saves time and operating costs – no paper, printing or postage fees
* Easy to use – almost all billing applications can generate and email PDF invoices

**Invoice email address:**

To avoid any delay in processing your invoices and to allow time for the transition to ELFS, please ensure you send invoices to the following e-mail address:

[elfs.306beh@cloud-trade.net](mailto:elfs.306beh@cloud-trade.net)

Invoice submission via email allows for the most efficient processing and will assist in the prompt payment of your invoice and this initiative is in line with the Department of Health directive to all NHS organisations to move to a full e-Invoicing solution.

If you are unable to provide an invoice via email, and you are only able to provide a paper invoice, a dedicated e-invoicing support line can be contacted on 01254 786021.

Enquiries to: [ap.beh@elfs.myservicedesk.com](mailto:ap.beh@elfs.myservicedesk.com)

Telephone: 01254 786021

Your co-operation in this matter is much appreciated as it will assist with the efficient and prompt payment of your invoices.

**Appendix 2 – 3rd Party Confidentially Agreement**

Barnet, Enfield, and Haringey Mental Health NHS Trust (BEH) is responsible for ensuring that all confidential and personal information held by the Trust is protected from inappropriate disclosure when contractors and suppliers provide a service for the Trust.

This is a legal requirement that the Trust must comply with in accordance with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018.

To achieve this, the Trust requires robust confidentiality agreements to be put in place with third parties/individuals whom the Trust contracts services with or discloses information to.

This Confidentiality Agreement will therefore apply to all personal, employee and confidential information/systems owned and/or provided by the Trust.

**Declaration**

I, the undersign, acknowledge, and understand that:

* During the period of my service(s) with BEH, I may acquire, or need access to the Trust’s systems and confidential information to fulfil my legal Contract/ Agreement or job description. I therefore agree that I will maintain the confidentiality and security of all of BEH’s personal and confidential information and will not make any disclosures to any third parties without any formal written consent. I note that this may invoke legal prosecution either  by the Trust or the data subject(s) involved if such an offence is committed under the General Data Protection Regulations (GDPR) and Data Protection Act 2018 or civil action is brought in the courts for damages.

* Access to BEH systems and information will only be done with the explicit consent of a Trust Authorised Officer (i.e. the Trust’s SIRO/Deputy SIRO or Caldicott Guardian etc.)

* If granted access to BEH systems, I understand that my Username and Password is confidential and must not be given or shared with another third party for use. I am responsible for all activity under my account.

* I will not access any information that is not relevant or required to fulfil my duties, without explicit authorisation to do so or use any information for another purpose.

* I will not use BEH’s information, including personal or confidential information, for my personal interest or advantage or any other business purposes.

* Once the contract or work is complete, I agree that all documentation is owned by BEH, including any personal or confidential information that has been developed whilst working for the Trust.

* I agree that I will return or destroy any information that I have and will ensure that no copies are made without the permission of the BEH Authorised Officer.

|  |  |
| --- | --- |
| Name of Person: |  |
| Job Role: |  |
| Organisation: |  |
| Signature: |  |
| Date: |  |

**Appendix 3 - Confidentiality Agreement for Third Party (Contractors/Suppliers)**

Barnet, Enfield and Haringey Mental Health NHS Trust (BEH) has a legal responsibility under the NHS Code of Confidentiality, the General Data Protection Regulations (GDPR) and the Data Protection Act 2018 to ensure that all confidential and personal information disclosed to 3rd party suppliers under agreement or contract is protected from inappropriate disclosures to unauthorised parties.

To achieve this, the Trust requires robust Confidentiality Agreements to be put in place with all third parties/individuals whom the Trust contracts services with or discloses information to.

This Confidentiality Agreement will therefore apply to all personal, employee and confidential information/systems owned and/or provided by the Trust.

**1.** **Scope**

1.1 This Confidentiality Agreement applies to all Contractors who are procured to engage with BEH in any capacity on or off site for any period of time as defined by their Contract/Agreement.

1.2 The Agreement will apply to Contractors that are defined by a specific Contract or an Agency working under a Service Level Agreement (SLAs) or local or national contracts or Call Off Agreement. Examples include: -

* Hardware / software maintenance and support staff;
* Cleaning, catering, security guards and other outsourced support services;
* Temporary staff i.e. contractors.

**2.** **Commencement and Duration**

2.1 The Agreement will take affect from the date it was signed and shall remain in place until the Contract/Agreement is terminated or expires.

**3.** **Management of the Contract**

3.1 The Contractor will ensure they appoint a representative to be the first point of contact for the administration of this Agreement. Each Party may appoint new representatives upon notice to the other Party.

**4.** **Data Protection Notification Requirements**

4.1 The Contractor will ensure they comply with the notification requirements of the General Data Protection Regulations (GDPR) and the Data Protection Act 2018 and will ensure there certified Data Registration Notice with the Information Commissioner’s Office is up to date to legally undertake any proposed work with the Trust.

**Declaration**

**1.** **General Legal Obligations**

Based on the legal clauses of GDPR and the DPA 2018 (and the controls of **ISO/IEC**

**27002**):

1. The Contractor, as the Data Processor for the Trust, will agree to:

1.1 Treat all information relating to BEH, its employees, patients, clients etc. as confidential which may be derived or obtained from the Trust during the course of this Agreement/Contract.

1.2 To provide all the necessary precautions to ensure that all such information is treated as confidential by the Contractor, his employees, servants, agents, or sub-contractors.

1.3 Ensure that its employees, agents and sub-contractors are aware of the provisions of the General Data Protection Regulations (GDPR) and the Data Protection Act 2018, including the controls of the ISO 27002, Caldicott Principles and that any personal information obtained from Trust provided  must not be disclosed or used in any unlawful manner.

1.4 Ensure that its employees are aware of BEH policies and procedures in respect of managing and handling personal and confidential data. Such policies and procedures are available to view or download on the Trust’s staff intranet.

1.5 Ensure that the following basic confidentiality principles are applied when contractors from the organisation are working onsite:

* Personal or confidential information is not discussed with colleagues off site without approved consent.
* Personal and confidential information is not discussed in visible public places where they can be overheard by other third parties / that have no responsibility in the contract.
* Personal and/or confidential information is not removed from the Trust sites without approval from the Authorised Officer) i.e. the SIRO/Deputy SIRO, Caldicott Guardian.

2. All employees, servants, agents and/or sub-contractors of the Contractor, will be required to agree and sign a confidentiality Agreement/statement when they come to work on BEH sites where they see or have access to personal or confidential information.

3. Any obligations of confidentiality will not apply to information where:-

3.1 It is available or comes into the public domain;

3.2 Where there is a legal obligation to disclose information under statute or by means of any other regulatory body including, but not limited to, the Freedom of Information Act 2000, and other statutes, instruments, regulations, directives and common law which permit access to information held by government or public bodies.

**2.0** **Freedom of Information**

2.1 As a Data Processor who works on behalf of BEH you will be aware of the Trust’s obligations and responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 to provide on request information to third parties. As a Contractor you will need to be aware of the Trust’s obligation that your organisation may be subject to disclosure in response to a request. You are reminded here that confidentiality clauses in any contract will not prevent the Trust from adhering to its legal obligations.

2.2 All final decisions in relation to FOI and EIR will be reserved by BEH.

**3.0** **Data Security**

3.1 For the purposes of this Agreement, ‘access’ is defined as:-

a. Access to data/information on the NHS organisations premises;

1. Access to data/information from a remote site;

c. Examination, testing and repair of media (e.g. fixed disc assemblies);

d. Examination of software dumps;

1. Processing using NHS organisations information.

3.2. The Contractor will ensure

3.2.1 Appropriate technical and organisational measures are put in place to protect the Trust against any unauthorised or unlawful processing of personal information and against accidental loss or destruction of, or damage to, personal information. This list is non-exhaustive. Thus including, that adequate back up procedures and disaster recovery systems, appropriate to the harm that might result from the loss, disclosure or damage of the data are put in place. Such measures should take account of the state of the technological development and the cost of implementation (for example measures may include, where appropriate, pseudonymisation and encryption) to ensure the confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Information can be restored in a timely manner after an incident has occurred. Such measures will cover all employees, agents and contractors of the Contractor/Supplier and will be expected to be regularly assessed and evaluated to understand the effectiveness of the technical and organisational measures adopted by the organisation are appropriate.

3.2.2 No personal or confidential data will be transferred outside of the UK or the EEA without the approval of the Trust’s Authorised officer (i.e. either the Caldicott Guardian, Senior Information Risk Officer (SIRO) / Deputy SIRO) and the recipient company and country is deemed to have an adequate level of protection for the data transfer.

3.2.3 All data transfers between each Party will be done securely and will be agreed beforehand, where appropriate, especially where volume and sensitivity of the data is involved. Furthermore, the Contractor agrees to ensure that its employees and sub contracted staff do not transfer or transmit any Trust data via their own email accounts, laptops, computers, servers, USB memory sticks unless the data or device is encrypted and password protected to NHS standards. If the device does not meet NHS standards the data must not be transmitted electronically. A more appropriate transmission will need to be agreed by the Trust.

3.2.4 All data in their custody is kept safe and in an appropriate secure means.

3.2.5 Only authorised personnel in the organisation that have a legitimate right of access will view the Trust’s data.

3.2.6 Employees and agents working for the Contractor will access the Trust information and systems via a network username and password.

3.2.7 Any arrangements for equipment or software to be maintained, repaired, or tested will use dummy data, where practical, to prevent any disclosures of personal or confidential information.

3.2.8 Where any data/equipment is removed from the site, the Contractor will ensure this is done by a secure means. This should only be within the Contractor organisation or an approved sub-contracting working on behalf of the Supplier. All information/equipment will be expected to be returned to the Trust at the earliest opportunity. If it is not immediately possible to securely remove the data from the Trust site, then the Contractor will be required to ensure that no unauthorised access is possible prior to removeable or deletion of the data.

3.2.9 Reasonable steps are taken to validate the trustworthiness and reliability of its employees and contractors who will have access to the Trust’s personal information and systems and to ensure they are aware of their legal obligations in handling data correctly. The Trust will require all contracting staff to be trained on the appropriateness of policies and procedures in their organisation and to ensure staff receive data security training at least annually.

3.2.10 It can demonstrate it has good information governance standards and exceeds the requirements of the Data Security and Protection Toolkit (where applicable) whilst giving substantial evidence that certifies they are aligned or follow the guidelines of the ISO 27001 and 9000 standards. The Trust reserves the right to audit the supplier’s contractual responsibilities and to have those audits carried out either by the Trust or a third party.

3.2.11 Agrees that once the contract/ work is complete, all documentation owned by BEH, including any personal or confidential information that has been developed by the Contractor whilst working for the Trust is returned or destroyed and no copies of any information is created or re-used without the approval of Trust’s Authorised officer (as above).Where the Contractor agrees to securely dispose of any information on behalf of the Trust a certificate of destruction will be required as proof of disposal.

**4.0** **Subcontracting**

4.1 No part of this Agreement (including rights and obligations) will be sub-contracted or

assigned to a third party without the written approval of BEH. Where written approvals are required, the notice will clearly state the requirements of the service and provide sufficient guarantees that appropriate security controls are in place, providing assurance in such a way that the processing meets the requirements of the legal regulations. If the contracted party fails to meet any controls or Regulation it will be the initial Contracting Party (i.e. the original Contractor) that will be liable for any performance assessments, legal obligations, and enforcement action.

**5.** **Incident Management**

5.1 The Contractor will ensure it has an escalation process and plan in place for employees, contractors and sub-contractors to report suspected and actual data security incidents, including the identification of weaknesses in systems, design, messaging or operational procedures that may give rise to a data protection, clinical or information security incident.

5.2 The Contractor’s employees and agents will ensure that all incidents are reported immediately to the Trust’s Caldicott Guardian, SIRO/Deputy SIRO and the Information Governance Manager within 24 hours of the event becoming known so that remedy action can be taken as soon as possible.

5.3 Where a data security incident does occur, the Contractor will be expected to fully co-operate with the Trust and assist with a data security investigation and any appropriate notifications to individuals affected by the incident, including notifications and enquiries to the Supervisory Authority i.e. the Information Commissioner’s Office (ICO). The Contractor will investigate the security incident in the most expedient time possible and shall inform the Trust of the outcome providing a detailed description and report of the security incident, the type of data that was subject to the security incident, and any other information that the Trust may request concerning the matter. The Contractor will take all steps necessary to prevent a repeat of the incident and shall consult with and agree any steps with the Trust unless immediate steps need to be taken and it is impractical to consult with the Trust in this respect.

5.4 The Contractor will agree to not knowingly or negligently do anything that places either Party in breach of its legal obligations under any relevant statue.

**6.0** **Liability**

6.1 The Contractor will indemnify BEH against any losses, damages, claims, actions, expenses, or demands that arise from GDPR or the Data Protection Act 2018 which have been directly or indirectly undertaken by the Contractor and/or any of its agents or sub-contractors in respect of any negligence or breach of terms of this Agreement.

**7.** **Withdrawal and Termination**

7.1 Either Party may terminate this Agreement on notice where: -

* They wish to withdraw a service;
* There has been a major lapse and the Contractor is held to be in breach of the terms of the Agreement and therefore subject to any potential security penalties.
* The Contractor has failed to take appropriate action to remedy a breach within a specified set period of time.

7.2 Any notices given under this Agreement must be in writing and be served by personal delivery, post (special or recorded delivery or first class post) or email to the appropriate contact addresses and leads in this Agreement.

**8.0** **Miscellaneous**

8.1 ***Force Majeure:*** Neither party shall be held liable for any failure to perform its obligations under this Agreement where such performance is rendered impossible for circumstances beyond their control for e.g. such events as floods, war, Acts of God etc.

8.2 ***Accrued Rights and Remedy***: Neither the expiration or termination of this Agreement shall prejudice or affect any right or action or remedy which shall have accrued to either party.

8.3 ***Severability:*** If any provision of this Agreement becomes illegal, void or invalid it shall not affect the legality and validity of its other provisions.

8.4 ***Law:*** This Agreement and the rights and obligations of both Parties are governed by and construed in accordance with the laws of England. Each Party will irrevocably agree to submit to the exclusive jurisdiction of the Courts of England with respect to any matter arising under, or in connection with this Agreement, or any legal relationship which is established by this Agreement.

This Agreement is primarily subject to, but not limited to the following legal provisions and guidance:-

* The General Data Protection Regulations (GDPR)
* The Data Protection Act 2018, including the Information Commissioners' Office Guide to Data Protection.
* The Common Law Duty of Confidence, including the Confidentiality: NHS Code of Practice 2003.
* Freedom of Information Act 2000.
* The Human Rights Act 1998.
* The Records Management Code of Practice
* Access to Health Records Act 1990.

8.5 ***Regulating Bodies:*** Both Parties will agree to respond immediately to any investigations construed by any regulating bodies such as the Information Commissioner’s Office, NHS Digital, NHS Protect etc.

8.6 ***Agreement:*** This Agreement represents the entire Agreement and understanding between both Parties and supersedes any previous Agreements (either in writing or otherwise).

**9.      Signature**

By completing and signing this Agreement, the Contractor/Third Party Supplier certifies that it understands that:

* It is appropriately registered under GDPR and the Data Protection Act 2018 and is legally entitled to undertake work agreed in any contract/Agreement by BEH.

* All staff provided by the organisation will abide by the confidentiality requirements as set out above for the handling of all personal and confidential data that may be disclosed to the organisation by BEH during the performance of this Agreement/Contract.

|  |  |
| --- | --- |
| Name of Supplier |  |
| Address of Supplier |  |
| Name of Individual |  |
| Position in Organisation |  |
| Telephone Number |  |
| E-mail Address |  |
| Signature |  |
| Date |  |