

Data Sharing Agreement
Bristol City Council,
Sirona Care & Health C.I.C
and
Maximus UK Services Limited

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This Agreement is dated XX XX 2025

PARTIES

- (1) Bristol City Council a local authority in England and Wales of City Hall, Bristol, BS1 9NE, United Kingdom (**Commissioner**).
- (2) Sirona Care & Health C.I.C. incorporated and registered in England and Wales with company number 07585003 whose registered office is at Second Floor, Council Offices Badminton Road, Yate, Bristol, England, BS37 5AF (**Data Discloser**).
- (3) Maximus UK Services Limited incorporated and registered in England and Wales with company number 09072343 whose registered office is at 18c Meridian East, Meridian Business Park, Leicester, Leicestershire, LE19 1WZ, United Kingdom (**Receiver**).

BACKGROUND

- (A) The parties have determined that Bristol City Council is Data Controller and both Sirona Care & Health C.I.C and Maximus UK Services Limited are Data Processors in relation to the Shared Personal Data and accordingly this Agreement sets out the arrangements between them for the purposes of the Data Protection Legislation.
- (B) The Data Discloser (Sirona Care & Health C.I.C.) agrees to share the Shared Personal Data with the Data Receiver in the UK on terms set out in the Agreement.
- (C) The Data Receiver (Maximus UK Services Limited) agrees to use the Shared Personal Data within the UK on the terms set out in this Agreement.
- (D) This is a free-standing agreement that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purposes and Means: has the meaning given to it in clause 2 of this Agreement.

Agreement: this agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: means the date set out at the top of this Agreement or if non stated then the date of the last signature to this Agreement.

Criminal Offence Data: means Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018 (or other applicable Data Protection Legislation).

Data Sharing Code: the Information Commissioner's statutory data sharing code of practice which came into force on 5 October 2021, as updated or amended from time to time.

Deletion Procedure: has the meaning given to it in clause 8.3 to this Agreement.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the Personal Data and Special Categories of Personal Data to be shared between the parties under clause 4 of this Agreement.

Special Categories of Personal Data: the special categories of Personal Data set out in the Data Protection Legislation.

Subject Rights Request: the exercise by a data subject of their rights under the Data Protection Legislation.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established (other than the Information Commissioner).

Term: means the period of time beginning on the Commencement Date and continuing until the expiry of one (1) month after such time as all the Shared Personal Data has been transferred from the Data Discloser to the Data Receiver in accordance with the terms of this Agreement.

1.2 **Controller, Joint Controllers, Processor, Information Commissioner, Data Subject, Personal Data, Processing, Supervisory Authority and appropriate technical and organisational measures** shall have the meanings given to them in the Data Protection Legislation.

1.3 Clause,-and paragraph headings shall not affect the interpretation of this Agreement.

1.4 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless expressly provided otherwise in this Agreement, a reference to a legislation or legislative provision shall include all subordinate legislation made under that legislation or legislative provision.

- 1.7 Any words following the terms 'including', 'include', 'in particular' or 'for example' 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.
- 1.8 A reference to writing or written includes fax and email.
- 1.9 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. Purpose

- 2.1 This Agreement sets out the framework for the sharing of Shared Personal Data when one Data Processor (the Data Discloser) discloses Personal Data to another Data Processor (the Data Receiver) in accordance with the terms of this Agreement. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties consider this data sharing initiative necessary and proportionate as the Data Receiver and Discloser has been appointed under the terms of its agreement with the Commissioner as part of its Children's Weight Management programme.
- 2.3 The aim of the data sharing arrangement is to transfer data obtained during the NCMP (National Child Measurement Programme) activity in a seamless manner that will not infringe the Data Subjects' fundamental rights, freedoms and interests.
- 2.4 The parties agree to only Process Shared Personal Data, as described in clause 4.1 and clause 4.2 for the following purpose and by the following means:

(a) To allow clients who have been identified through Triage by the Data Discloser as requiring support from the Data Receiver.

(b) The Data Discloser will send a password protected Excel spreadsheet containing data described in clause 4.1 and clause 4.2 via its secure 'NHS.net' email account to the Data Receiver's 'NHS.net' email account; and

(c) The Data Receiver will confirm safe receipt to the Data Discloser.

The parties shall not Process Shared Personal Data including for the purposes of solely automated decision making producing legal effects or similarly significant effects, or otherwise in a way that is incompatible with the purposes described in this clause (**Agreed Purposes and Means**).

- 2.5 Each party shall appoint a Single Point of Contact (**SPoC**) for Data Subjects who will work together to reach an agreement with regards to any issues arising from the data sharing and to improve actively the effectiveness of the data sharing initiative. The points of contact for each of the parties are:
- (a) Ben Hewkin, Data Protection Officer, Bristol City Council. data.protection@bristol.gov.co.uk
 - (b) Glyn Young, Data Protection Officer, Sirona Care & Health C.I.C.
Sirona.dataprotection@nhs.net
 - (c) Kevin Tarleton, Data Protection Officer, Maximus UK Services Limited. dataprotection@maximusuk.co.uk

3. Compliance with national data protection laws

- 3.1 Each party must ensure compliance with applicable Data Protection Legislation at all times during the Term of this Agreement.
- 3.2 Each party has such valid registrations and has paid such fees as are required by the Information Commissioner which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement, unless an exemption applies. The details are as follows:
- a) Commissioner - Bristol City Council - Registration Number Z5873747
 - b) Data Discloser - Sirona Care & Health C.I.C - Registration Number Z2861455
 - c) Data Receiver - Maximus UK Services Limited - Registration Number ZA103012

4. Shared Personal Data

- 4.1 The following types of Personal Data will be shared between the parties during the Term of this Agreement:

- a) Child's Name
- b) Child's Date of Birth
- c) School
- d) Parent / Guardian Name
- e) Parent / Guardian Address
- f) Parent / Guardian Phone Number
- g) Parent / Guardian Email Address

- 4.2 The following types of Special Categories of Personal Data will be shared between the Parties during the Term of this Agreement:

- h) Child's Date of Birth
- i) Child's Height
- j) Child's Weight
- k) Child's BMI measurement
- l) Date of Measurement
- m) Child's Gender
- n) Child's Ethnicity

- 4.3 The above data will only be shared for those children whose

a) BMI is above the required level to meet the terms and conditions of enrolment on programme with Maximus

and

- b) are from schools that Sirona are contracted to provide service to.

Maximus does not have a legal basis to receive any data for any children / families other than this.

- 4.4 Criminal Offence Data will not be shared between the parties.
- 4.5 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes and Means.

5. Lawful, fair and transparent processing; Joint Controller responsibilities

- 5.1 Each party shall ensure that it Processes the Shared Personal Data fairly and lawfully in accordance with clause 5.2 during the Term of this Agreement.
- 5.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Shared Personal Data. This will be explained to the customer by means of a Privacy Statement.
- 5.3 The Commissioner, Data Discloser, and Data Receiver shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation including:
- (a) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
- 5.4 Each party shall comply with its obligations under Article 26 of the UK GDPR and:
- (a) shall make available to Data Subjects the essence of the arrangements contained in this Agreement as is required by Article 26(2) of the UK GDPR;
 - (b) acknowledges that Data Subjects may exercise their rights under the Data Protection Legislation in respect of and against each party in accordance with Article 26(3) of the UK GDPR; and
 - (c) agrees to provide to each other party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under Article 26 of the UK GDPR.

6. Data quality

- 6.1 The parties have developed a reliable means of converting Shared Personal Data to ensure compatibility with each party's respective datasets.
- 6.2 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data is accurate and that it has appropriate internal procedures in place for the Data receiver to sample Shared Personal Data prior to the Commencement Date and it will update the same if required prior to transferring the Shared Personal Data.
- 6.3 Shared Personal Data must be limited to the Personal Data described in clause 4.1 and clause 4.2 of this Agreement.

7. Data subjects' rights

- 7.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Request within the time limits imposed by the Data Protection Legislation.
- 7.2 The SPoC for each party is responsible for maintaining a record of Subject Rights Requests, 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. The SPoC for each party are detailed in clause 2.5.

8. Data retention and deletion

- 8.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes and Means.
- 8.2 Notwithstanding clause 8.1, parties shall continue to retain Shared Personal Data in accordance with any statutory, contractual or professional retention periods applicable in their respective countries and / or industry.
- 8.3 The Commissioner, Data Discloser, and Data Receiver shall ensure that any Shared Personal Data is destroyed in accordance with an agreed deletion procedure (the Deletion Procedure) agreed in writing between the Parties in the following circumstances:
- (a) on termination of its involvement in this Agreement;
 - (b) on expiry of the Term of this Agreement; or
 - (c) once Processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in clause 2.4.
- 8.4 Following the deletion of Shared Personal Data in accordance with clause 8.3, the Data Discloser / Receiver shall notify the Commissioner that the Shared Personal Data in question has been deleted in accordance with an agreed Deletion Procedure to this Agreement.

9. Transfers

- 9.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Shared Personal Data by the Data Discloser / Data Receiver with a third party, and shall include the following:
- (a) subcontracting the processing of Shared Personal Data.
 - (b) granting a third-party Controller access to the Shared Personal Data.
- 9.2 The Data Discloser / Data Receiver will consult with the Commissioner before any transfer of Personal Data and if the Data Discloser / Data Receiver appoints a third-party Processor to Process the Shared Personal Data it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to the Commissioner for the acts and/or omissions of the Processor.

The Data Discloser / Data Receiver shall not make a transfer of Personal Data outside the UK.

10. Security and training

- 10.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed.
- 10.2 The parties undertake to have in place throughout the Term of this Agreement appropriate technical and organisational security measures to:
- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
 - (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.
- 10.3 The level of technical and organisational measures agreed by the parties as appropriate as at the Commencement Date having regard to the state of technological development and the cost of implementing such measures. The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term of this Agreement.
- 10.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data together with any other applicable Data Protection Legislation and guidance and have entered into confidentiality agreements relating to the Processing of Personal Data.
- 10.5 The level, content and regularity of training shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

11. Personal data breaches and reporting procedures

- 11.1 Each party shall comply with its obligation to report a Personal Data Breach to the Information Commissioner or appropriate Supervisory Authority and (where applicable) Data Subjects under the Data Protection Legislation and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or any Supervisory Authority or Data Subject(s).
- 11.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

12. Review and termination of this Agreement

- 12.1 Any additional Data Receiver/Discloser that wishes to be part of this data sharing initiative and Agreement shall submit a written request which will be considered by all other parties who at the time of the request are involved in the Data Sharing Agreement.-The consent of every party is required in order that the additional party be included into this Agreement.

- 12.2 In the event that a party terminates its involvement in this Agreement [in accordance with the commercial business terms referred to in paragraph (D) of the Background] or a new Data Receiver/Discloser joins the Agreement in accordance with clause 12.1, an amended and updated version of this Agreement will be drafted as soon as practicable and circulated to all other parties.
- 12.3 The parties shall review the effectiveness of this data sharing initiative every twelve months and on the addition and removal of a party, having consideration to the aims and purposes set out in clause 2.2 and clause 2.4. The parties shall continue, amend or terminate this Agreement depending on the outcome of this review.
- 12.4 The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in this Agreement;
 - (b) assessing whether the Shared Personal Data is still as listed in clause 4.1 and clause 4.2 of this Agreement;
 - (c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - (d) assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 12.5 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate its involvement in this Agreement where it considers that the other party is not Processing the Shared Personal Data in accordance with this Agreement.

13. Resolution of disputes with data subjects, Information Commissioner or the Supervisory Authority

- 13.1 In the event of a dispute, complaint or claim brought by a Data Subject, the Information Commissioner or by a Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes, complaints or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 13.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 13.3 Each party shall abide by a decision of a competent court of the Data Discloser/Receiver's country of establishment or of the Information Commissioner or a Supervisory Authority.

14. Language

- 14.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.
- 14.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English or accompanied by a certified English translation.

14.3 The English language version of this Agreement and any notice or other document relating to this Agreement shall prevail if there is a conflict.

15. Warranties

15.1 Each party warrants and undertakes that it will:

- (a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data processing operations.
- (b) Make available on request to the Data Subjects who are third party beneficiaries a copy of this Agreement, unless the Agreement contains confidential information [in which case an extract can be provided].
- (c) Respond within a reasonable time and as far as reasonably possible to enquiries from the Information Commissioner or relevant Supervisory Authority in relation to the Shared Personal Data.
- (d) Respond to Subject Rights Requests in accordance with the Data Protection Legislation, including where necessary (i) advising the other party of any step(s) it should reasonably take in this regard; and (ii) where the legitimate ground relied upon is a Data Subject's consent, the timely operation of an effective procedure if such consent is withdrawn.
- (e) Where applicable maintain registration and pay the appropriate fees with the Information Commissioner and all relevant Supervisory Authorities to process all Shared Personal Data for and by the Agreed Purpose.
- (f) Take all appropriate steps to ensure compliance with the security measures set out in clause 10 above.

15.2 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data is accurate.

15.3 The Data Receiver warrants and undertakes that it will not disclose or transfer Shared Personal Data outside the UK.

15.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.

16. Indemnity

16.1 General indemnity

The Data Discloser / Data Receiver and Data Receiver / Data Discloser undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 18.2.

16.2 UK GDPR indemnity

- (a) Each Indemnifying Party undertakes to indemnify each Indemnified Party and hold the Indemnified Party/ies harmless from and against any Loss suffered by the Indemnified Party/ies as a result of joint liability arising from a Relevant GDPR Claim.

- (b) The liability of any Indemnifying Party under clause 16.2(a) will not, subject to any adjustment at clause 16.2(c), exceed the proportion that the Indemnifying Party bears to the total number of Parties.
- (c) The proportions of the Loss allocated between the Parties will be adjusted on a fair and equitable basis to take account of any fault of any Party/ies.
- (d) For the avoidance of doubt:
 - (i) clause 16.1 will not apply to any Relevant GDPR Claim;
 - (ii) clause 18.2 will not apply to exclude or limit a Party's liability under this clause 16.2;
 - (iii) and without affecting clause 13, nothing in this clause 16.2 will affect the liability of any Party directly to a Data Subject or other direct claimant under a Relevant GDPR Claim; and
 - (iv) and without affecting clause 13, no Party is required to indemnify any other Party in respect of any fines, penalties or other sanctions imposed, or claims or proceedings brought, by a Supervisory Authority against that other Party, whether relating to this Agreement or otherwise.
- (e) In this clause 16.2:
 - (i) **Indemnified Party** means a Party who receives a Relevant GDPR Claim;
 - (ii) **Indemnifying Party** mean the Party/ies other than the Indemnified Party/ies;
 - (iii) **Loss** means any cost, charge, damages, expense, loss or liability;
 - (iv) **joint** or **jointly** in relation to the liability of a Party means that the discharge of that liability by that Party discharges the liability of the other Parties;
 - (v) **Party** means a party to this Agreement; and
 - (vi) **Relevant GDPR Claim** is any claim (whether in contract, negligence, breach of statutory duty, other tort or otherwise) by a person under Article 82 of the UK GDPR or otherwise in respect of individuals' rights under the Data Protection Legislation for which the Parties are or may be jointly liable as Joint Controllers.

16.3 Indemnification hereunder is contingent upon:

- (a) the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim,
- (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
- (c) the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.

17. Allocation of cost

Each party shall perform its obligations under this Agreement at its own cost.

18. Limitation of liability

18.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;

- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the parties to exclude liability.

18.2 Subject to clause 18.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

18.3 Clause 18.2 shall not prevent claims, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 18.2(a); or
- (b) tangible property or physical damage.

19. Third party rights

19.1 Except as expressly provided in clause 7 (data subjects rights) a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. 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.

22. Severance

22.1 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.

22.2 If any provision or part-provision of this Agreement is deemed deleted under clause 22.1, 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.

23. Changes to the applicable law

If during the Term of this Agreement the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the changes.

24. No partnership or agency

24.1 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.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Entire agreement

25.1 This Agreement constitutes 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.

25.2 Each party acknowledges that in entering into this Agreement it does not rely on and 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.

25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

26. Further assurance

Each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

27. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (the **FM Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12 weeks after the intended Commencement Date, the party not affected may terminate its involvement with this Agreement by giving 28 days' written notice to the affected party. If during the notice period the FM Event comes to an end to the extent that the parties are able to continue performance under the Agreement, then the Term shall be extended by the duration of the FM Event.

28. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

29. Notice

29.1 Any notice [or other communication] given to a party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:

- (a) 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); or
- (b) sent by email to the SPoC.

29.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 29.2(c), business hours means 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

29.3 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

29.4 A notice given under this Agreement is not valid if sent by email.

30. Governing law

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

31. Jurisdiction

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

Signed by

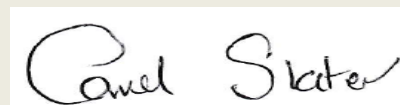
for and on behalf of Bristol City Council, Public Health
Commissioner

Name: Carol Slater

Role: Head of Service, Public Health

Date: 05 November 2025

Authorised Signatory



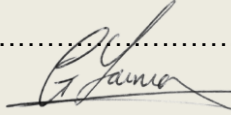
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Signed by

for and on behalf of Sirona Care & Health C.I.C Data **Discloser**

Glyn Young
Data Protection Officer

Authorised Signatory


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Signed by

for and on behalf of Maximus UK Services Limited Data **Receiver**

Susan Bramley
Senior Legal & Contracts Manager

Authorised Signatory

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