

MEMORANDUM OF UNDERSTANDING
relating to the collaborative procurement to be undertaken
by the Local Authorities participating in the London Sexual
Health Programme

LONDON BOROUGH OF BARKING AND DAGENHAM

LONDON BOROUGH OF BARNET

And

LONDON BOROUGH OF BEXLEY

And

LONDON BOROUGH OF BRENT

And

LONDON BOROUGH OF BROMLEY

And

LONDON BOROUGH OF CAMDEN

And

CITY OF LONDON CORPORATION

And

LONDON BOROUGH OF EALING

And

LONDON BOROUGH OF ENFIELD

And

LONDON BOROUGH OF HACKNEY

And

LONDON BOROUGH OF HAMMERSMITH & FULHAM

And

LONDON BOROUGH OF HARINGEY

And

LONDON BOROUGH OF HARROW

And

LONDON BOROUGH OF HAVERING

And

LONDON BOROUGH OF HOUNSLOW

And

LONDON BOROUGH OF ISLINGTON

And

ROYAL BOROUGH OF KENSINGTON & CHELSEA

And

ROYAL BOROUGH OF KINGSTON UPON THAMES

And

LONDON BOROUGH OF LAMBETH

And

LONDON BOROUGH OF LEWISHAM

And

LONDON BOROUGH OF MERTON

And

LONDON BOROUGH OF NEWHAM

And

LONDON BOROUGH OF REDBRIDGE
And
LONDON BOROUGH OF RICHMOND UPON THAMES
And
LONDON BOROUGH OF SOUTHWARK
And
LONDON BOROUGH OF SUTTON
And
LONDON BOROUGH OF TOWER HAMLETS
And
LONDON BOROUGH OF WALTHAM FOREST
And
LONDON BOROUGH OF WANDSWORTH
And
CITY OF WESTMINSTER

MEMORANDUM OF UNDERSTANDING

PARTIES

The Mayor and Burgesses of the London Borough of

AND

All other Parties from time to time as defined below

Original Partners: as identified on the front cover of this Agreement.

Additional Partners may join as indicated below

Both of these categories are both “Parties” and “Partners”

DEFINITIONS AND INTERPRETATION

Definitions

Commissioner	means a commissioner of sexual health services engaged by a Partner to commission and manage the provision of sexual health services for its residents, and “Commissioners” shall mean the Commissioners for all the Partners
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Confidential Information	means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives (as defined below) to the other Party and that Party's Representatives whether before or after the date of this agreement in connection with the pan-London Sexual Health Procurement, including but not limited to:
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- (a) the existence and terms of this MoU or any agreement entered into in connection with this MoU;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party; and
 - (ii) the operations, processes, product information, or software of the disclosing Party; and

- (c) any information developed by the Parties in the course of carrying out this MoU.

Director of Public Health or DPH	means a director of public health services engaged by a Partner to have overall responsibility for public health services for its residents, and “Directors of Public Health” shall mean the DPHs for all the Partners
LSHP	means the London Sexual Health Programme
Procurement MOU	means this collaboration agreement (including its schedules);
Procurement	means the renewal of the pan-London procurement of a portal and self-care for sexually transmitted infections and contraception
Procurement Oversight Group	means the body of that name further details of which are set out below
Representatives	means, in relation to a Party, its employees, officers, representatives, contractors, subcontractors and advisers.
Strategic Board	means the Board set up in accordance with the provisions of a separate MoU between the Partners which has senior level support, overseeing the full range of sexual health services across London with an oversight of the services and associated cost and activity.

1. HOW THIS MOU WORKS

1.1 COMMENCEMENT AND DURATION

1.1.1 The start date for this MOU in relation to the Original Partners will be represented by the date the last Original Partner signs the Procurement MoU as communicated by the City of London Corporation to all the Partners. The date of the Agreement shall be the date of signature of the first Party to do so. This provision is legally binding.

1.1.2 Other local authorities may become an Additional Partner to this MOU once they have signed a counterpart of it, and the Partners as at that point consent to such Partner joining as a “Partner” within the meaning of this MOU.

1.1.3 This MOU will be executed by all Parties electronically using “DocuSign®”. Each Party will retain a copy of the executed part.

1.1.4 By using DocuSign® the Parties accept that each signed original shall constitute an original of this MOU, but all the counterparts shall together constitute the same instrument. This provision is legally binding.

1.2 EXIT ARRANGEMENTS

1.2.1 This MOU will run until its replacement by any other agreement covering how joint working will be achieved in relation to any contract awarded under this Procurement. Where such later agreements only partially replace this MOU, then this MOU shall continue in force for the part not replaced.

1.2.2 All the Partners contribute to the costs of running the Procurement as set out in Schedule 2. At the end of the Procurement, if there are any Procurement funds left as held by the Partner nominated for this purpose, they shall be distributed to the Partners based on the percentage contribution paid in as the Procurement Oversight Group determines.

1.2.3 Any Partner shall be entitled to withdraw from this MOU on giving written notice, having first informed the Procurement Oversight Group of their decision at the earliest opportunity. On such withdrawal, the provisions in clause 9 below about contributing to costs on withdrawal apply. Notice to be served on the City of London at the following email address: ccs.contact@cityoflondon.gov.uk

2. VISION AND PRINCIPLES

Vision

2.1 The London Sexual Health Programme (LSHSP) involving 31 London boroughs and the City of London has facilitated a collaborative commissioning model for sexual health services since 2017. While flexible in its approach and recognising local conditions differ, it aims to deliver measurably improved and cost-effective public health outcomes. Councils in London currently spend in excess of £150m per annum on Sexual and Reproductive Health services. The ongoing increases in the size of the population, London's demographic profile and the trend of increasing rates of sexually transmitted diseases (STIs) has meant that expenditure on these services has increased year on year. This programme will lead the ongoing development of the service model to meet demand and deliver better value.

2.2 The LSHP seeks to develop improved service models, through the use of technology and contract specifications, to better address current and future service demands and reduce the incidence of STIs, HIV and unplanned pregnancies.

Purpose of this MOU

2.3 This MOU does not cover the general work being undertaken by 31 London Boroughs and the City of London to agree a common strategy for sexual and reproductive health.

2.4 The Partners have expressed a wish to be part of the Procurement as set out in Schedule 1. This will in due course result in bids being submitted to the City of London Corporation as lead authority and a decision being required by each participating authority (Partner) at the LSHP Strategic Board as to whether they wish the lead authority to contract with the bidder(s) recommended by the relevant evaluation panel.

Where indicated, some provisions of this MOU are legally binding.

Principles of Collaboration

2.5 Recognising that the decision as to level of participation rests with the Partner authorities as well as through the Partners' membership of the Procurement Oversight Group and Strategic Board, the Partners in the LSHP nonetheless:

2.5.1 Agree that the system of sexual health services commissioning and delivery requires a coordinated approach to maintaining resilient and sustainable sexual and reproductive health services for the benefit of all residents and while there are risks from collaborating there are equally risks from not collaborating for services which are open to all.

2.5.2 Agree to continue to work together in adopting a 'whole system' approach to transforming sexual health services in London for the benefit of all residents and service users through a single programme approach albeit while not impacting adversely upon the overall project or other Authorities' interests particular to local circumstances.

2.5.3 May choose to participate in the re-tendering of the pan-London procurement of a web-based system to include a 'front-end' portal, joined up partner notification (if appropriate), medical treatments and home/self-sampling and implement it together to avoid demand and costs being shunted to from one part of London to another subject always to a final decision as to contractual participation.

2.5.4 Ensure that governance, accountability and performance measures are agreed with all relevant Partners.

2.5.5 Seek and have due regard to common legal and or procurement advice in the development of this MOU.

2.5.6 Recognise that prices tendered by bidders as part of this procurement by the lead authority while unpredictable are the most likely way for the Partners to achieve and prove the obtaining of best value.

2.5.7 The Partners shall act at all times in a way that promotes effective partnership working. All the Partners agree to act in good faith and reasonably to:

2.5.7.1 resolve any difficulties openly, quickly and honestly, before any such issues have a negative impact on the operation of this MOU or the LSHP;

2.5.7.2 provide information requested of it promptly, especially where it will (or could) impact upon the obligations, rights and liabilities of any other Partner to this MOU; and

2.5.7.3 mitigate any losses, costs or expenses incurred as a result of the application or breach of this MOU, whether or not the application or breach concerned relates to a legally enforceable obligation.

2.5.8 The Partners shall assist the progress of the LSHP by:

2.5.8.1 Ensuring that when decisions are required to be taken by that Partner, such decisions are made and communicated as soon as practicable, especially the decision on whether to enter into an Inter-Authority Agreement relating to the contract awarded to the recommended provider at the end of the Procurement

2.5.8.2 Providing support to the Director of for the LSHP and to those Partners having a lead role;

2.5.8.3 Making available officers to advise and/or attend meetings as necessary where the knowledge and/or expertise of such officers is required or has been agreed to be provided in order to contribute to the effectiveness of the Procurement.

2.5.8.4 Having decided to enter into a contract for online services, accepting the recommendation of evaluation panels as to the provider to be awarded a contract.

2.5.8.5 Keeping confidential all Confidential Information of all the other Partners or their Representatives, and any tenderers for the Procurement, and not disclosing this without the written consent of the Partner or tenderer which provided it;

2.5.8.6 Applying the same degree of security and care to the Confidential Information of others as they do their own.

. PROCUREMENT OVERSIGHT GROUP, SUB-GROUPS, DECISION-MAKING

3.1 The aim of these governance arrangements is to secure:-

3.1.1 Prompt decision-making

3.1.2 Participation by Partners to the extent they are able to commit resources

3.1.3 Recognition by Partners that decision-makers will take decisions in good faith on the basis of the evidence provided as to the best interests of the LSHP as a whole.

4. THE PROCUREMENT OVERSIGHT GROUP AND SUB-GROUPS

4.1 The governance and overall management of the procurement is the responsibility of the Procurement Oversight Group, and it decides on the structure of sub-groups and the tasks to be assigned to the Procurement Oversight Group and each sub-group.

4.2 The Partners accept decisions of the Procurement Oversight Group on how the procurement is to be governed and managed.

4.3 Each sub-group authorised by the Procurement Oversight Group will manage its work and membership, work within the tasks assigned to them and report back to the Procurement Oversight Group.

4.4 Where a vacancy arises in a sub-group or on the Procurement Oversight Group, then the relevant Partner shall nominate a suitable replacement. Where it is unable to nominate such a replacement, the Procurement Oversight Group or subgroup shall decide how the vacancy is to be filled.

5. DECISION MAKING

5.1 Actions and recommendations of the Procurement Oversight Board and its sub-groups will be reached by consensus as mediated by the chair and (other than by way of guidance to assist in informing a further discussion) there shall be no voting.

5.2 Each DPH delegates to the Procurement Oversight Group the ability to take decisions on all matters that are necessary to progress the LSHP. However, where the Procurement Oversight Group takes a decision that is required by the constitution of any Partner to be taken by its Executive, Cabinet, Leader or a single Member or which is otherwise outside the authority of its DHP, it shall not be binding on that Partner, and that Partner shall immediately take steps to submit the relevant matter to the appropriate decision-maker for a decision.

5.3 The Procurement Oversight Group can delegate its decision-making ability to its sub-groups.

5.4 Where a decision is required to be taken by the Procurement Oversight Group or a sub-group and such decision must be made before the next meeting, then a decision may be taken by securing consensus on the basis of email circulation of relevant papers to the members of the Programme Board and each confirming the recommendation or expressing an opinion.

5.5 Where appropriate the Procurement Oversight Group or sub-groups shall consult with all the relevant Directors of Public Health or (where the responsibility for sexual health commissioning is not managed by a DPH) the relevant Commissioners.

6. PROGRAMME MANAGEMENT

The Procurement Oversight Group and its sub-groups shall decide on the Programme Management arrangements (defined as the management of the procurement journey from its inception to successful contract award including any challenges to the procurement by interested parties). The Partners accept the Programme Board/sub-groups' decision on this.

7. PARTICIPATION IN AND COMMITMENT TO THE PROCUREMENTS

7.1 The Schedule shows the intentions of the Partners and future Partners as at the date of this MOU on their commitment to the Procurement. Future Partners may opt to become full Partners by notifying Mona.Hayat@cityoflondon.gov.uk

7.2 Each Partner joining the Procurement agrees to its identity, contract scope and contract value being included in the contract notice.

8. LEAD AUTHORITIES – THIS IS LEGALLY BINDING

8.1 The City of London Corporation is the lead authority for running the Procurement and as such will conduct the procurement in its own name on behalf of itself and the other Partners.

8.2 The Partners do not intend that any partnership relationship, or any relationship based upon the laws of trust shall come into effect by virtue of one authority being a lead authority.

8.3 City of London Corporation, and any other Partner appointed as an alternative lead authority for running the Procurement, undertakes to conduct the procurement on the basis of:

8.3.1 The decisions of the Procurement Oversight Group and Sub-groups;

8.3.2 Its Contract Standing Orders or that of the authority entering into the contract for the Procurement;

8.3.3 Applicable procurement law and good practice;

8.3.4 Commissioning and taking account of appropriate professional advice;

8.3.5 Recognising the rights of other Partners to decide at the end of the relevant process not to join the award process.

8.4 Provided that any lead authority shall have complied with the requirements of sub-clauses 8.3.1 to 8.3.5, and has not committed any negligent act or omission, the other Partners will indemnify that lead authority for costs and claims made against that lead authority (including legal costs) PROVIDED THAT that such indemnifying Partner was participating in the procurement concerned and as determined by the Procurement Oversight Board. Neither shall any of the other Partners who are not lead authority claim against any lead authority for its own losses as a result of the lead authority not acting in compliance with this sub-clause (8.4) above, nor if the LSHP does not achieve one or more of its objectives.

8.5 The City of London Corporation is the lead authority for the contract awarded at the conclusion of the Procurement and will enter into that contract on behalf of the Partners choosing to participate. A separate Contract Management IAA will set out the relationship between that lead authority and the Partners choosing to participate.

9. PAYMENT OF LSHP AND PROCUREMENT COSTS – THIS IS LEGALLY BINDING

9.1 Partners will contribute to the Procurement costs for the period up to August 15th 2026 as set out in Schedule 2 (Contribution to Procurement Costs as at January 2025). Any further contributions, including from Additional Partners, will be determined by the Procurement Oversight Group. It is not anticipated that further contributions will be required beyond August 2026.

9.1.1 The City of London Corporation shall be responsible for:

9.1.1.1 monitoring the budget for such costs,

9.1.1.2 invoicing for and collecting contributions, and

9.1.1.3 making payment of such costs.

9.2 Any Partner withdrawing from this MOU will still have to contribute to the due proportion of costs incurred up to the point of its withdrawal and will not be entitled to a refund of contribution except in exceptional circumstances.

9.3 at the time of signing this MoU, the Partners are also required to indicate, by ticking the relevant boxes in Schedule 3 (List of E-Service Modules), which of the three additional E-Service Modules they wish to procure in addition to the core service, as well as indicating the groups of residents eligible for free condom distribution. This selection will help inform the procurement procedure and better serve the needs of the Partners.

10. GENERAL AND SIGNATURE

10.1 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

10.1.1 The intellectual property rights in any documents prepared by any of the Partners or their advisers as part of the Procurement shall be owned jointly by all the local authority Partners who were Partners at the time of creation of the relevant document.

11. ASSIGNMENT

11.1 This MOU is personal to the Partners and the rights and/or obligations under this MOU shall not be assigned, novated or otherwise transferred to any person other than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Partner. The Partners shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

11.2 Any Partner having the role of lead authority in relation to either of the Procurements shall be entitled to assign its role to another Partner where this is agreed by the Programme Board.

12. RIGHTS OF THIRD PARTIES

The Partners agree that those parts of this MOU that are legally binding shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

Signed by [insert authority's full name]

By its Director of Public Health

Name:

Signature:

Date of Signature:

SCHEDULE 1

Participation of the 30 Original Partners in the Procurement

Barking and Dagenham
Barnet
Bexley
Bromley
Brent
Camden
City of London
Ealing
Enfield
Hammersmith & Fulham,
Hackney
Haringey
Harrow
Havering
Hounslow
Kingston
Islington
Kensington & Chelsea
Lambeth
Lewisham
Merton
Newham
Richmond
Redbridge
Southwark
Sutton
Tower Hamlets
Waltham Forest
Wandsworth
Westminster

SCHEDULE 2

CONTRIBUTION TO PROCUREMENT COSTS as at January 2025

Local Authority	Procurement contribution
	£
LONDON BOROUGH OF BARKING AND DAGENHAM	£10,056
LONDON BOROUGH OF BARNET	£10,308
LONDON BOROUGH OF BEXLEY	£5,839
LONDON BOROUGH OF BRENT	£12,995
LONDON BOROUGH OF BROMLEY	£8,790
LONDON BOROUGH OF CAMDEN	£16,033
CITY OF LONDON CORPORATION	£955
LONDON BOROUGH OF EALING	£14,698
LONDON BOROUGH OF ENFIELD	£10,201
LONDON BOROUGH OF HACKNEY	£20,288
LONDON BOROUGH OF HAMMERSMITH & FULHAM	£13,113
LONDON BOROUGH OF HARINGEY	£12,183
LONDON BOROUGH OF HARROW	£6,588
LONDON BOROUGH OF HAVERING	£6,587
LONDON BOROUGH OF HOUNSLOW	£9,510
LONDON BOROUGH OF ISLINGTON	£15,990
ROYAL BOROUGH OF KENSINGTON & CHELSEA	£12,514
ROYAL BOROUGH OF KINGSTON UPON THAMES	£6,114
LONDON BOROUGH OF LAMBETH	£19,444
LONDON BOROUGH OF LEWISHAM	£14,773
LONDON BOROUGH OF MERTON	£6,277
LONDON BOROUGH OF NEWHAM	£18,350
LONDON BOROUGH OF REDBRIDGE	£8,261
LONDON BOROUGH OF RICHMOND UPON THAMES	£5,605
LONDON BOROUGH OF SOUTHWARK	£16,686
LONDON BOROUGH OF SUTTON	£5,907
LONDON BOROUGH OF TOWER HAMLETS	£21,028
LONDON BOROUGH OF WALTHAM FOREST	£9,572
LONDON BOROUGH OF WANDSWORTH	£16,706
CITY OF WESTMINSTER	£18,830
Total for all parties	£345,200

Schedule 3

List of E-Service Modules

E-Service module	Procurement Decision	
STI testing and management (including treatment for uncomplicated chlamydia and TV and DoxyPEP in the future)	CORE SERVICE	
Routine and emergency hormonal contraception	Yes	No
Digital HIV PrEP	Yes	No
Condom distribution scheme where only select groups are eligible (e.g. GBMSM, young people etc)	Yes	No
If yes, to the above state which groups of your residents will be eligible for the condom service		
All persons	Yes	No
Black and other Ethnic Minority people	Yes	No
LGBTQIA* people	Yes	No
Sex workers	Yes	No
To Be Confirmed or Other	Yes	No