

MEMORANDUM OF UNDERSTANDING dated2013

Between Wolverhampton LOC ("the LOC") of Wolverhampton and Primary Eyecare (Heart of West Midlands Limited ("the LOC Company"),

Company Registered Number 08465608

Registered Office Address 2 Woodbridge Street, London EC1R 0DG

Whereby the LOC Company acknowledges and agrees that:

- 1) It has been incorporated by the LOC to act on behalf of all Local Contractors in the LOC area when Local Commissioners of community optical services will only contract with a sole provider rather than directly with Local Contractors;
- 2) It will act at all times in the best interests of all the Local Contractors in the LOC area;
- 3) It is the vehicle for the single provider commissioning of community eye care services and will ensure that all Local Contractors who wish to participate in providing those services and have the appropriate equipment and accreditation will be able to do so if they so wish either at the start of such services being contracted for or at any time in the future;
- 4) It will appoint a Clinical Lead for local eye care services contracted for and will ensure that the Clinical Lead works with the Directors and with the Local Contractors to ensure that the Local Contractors meet the requirements of the Commissioners in providing the services;
- 5) It will ensure that the Local Contractors providing the services enter into a contract with the LOC Company that replicates the terms of the contract that the LOC Company has entered into with the Commissioner of the services;
- 6) It will budget for an annual surplus sufficient only to ensure it has adequate working capital to operate and any surplus in excess of such requirement will be utilised for the benefit of all Local Contractors for example providing approved CET courses;

7) At all times it will act with openness and transparency and will not bring the LOC or its Members into disrepute;

8) It will provide such management accounts and explanations of its activities to the LOC Officers that they may reasonably require together with copies of all minutes of Board meetings;

9) If agreed by members of the LOC at an Annual General Meeting or at an Extraordinary General meeting or retrospectively at such meetings to provide an interest free loan to the LOC Company to provide initial working capital, the Directors of the LOC Company will use their best endeavours to ensure that the loan is repaid as soon as is possible;

10) Its Directors will only conduct such activities in the best interests of all Local Contractors at the behest of the LOC that the LOC cannot conduct itself and the Directors will ensure that its costs of operation are kept to the absolute minimum to trade both legally and appropriately in the best interests of all Local Contractors.

11) This memorandum of Understanding will be available at all Board Meetings and will be a standard agenda point at all Board Meetings for the Chair of the meeting to refer all Directors attending to note the terms.

Signed this Day of2016

For and on Behalf of Wolverhampton LOC by:

..... Chair.....

..... Secretary.....

For and on Behalf of Primary Eyecare (Heart of West Midlands Limited):

..... Director

..... Director