

**AGREEMENT FOR
COMMUNITY LED SUPPORT PROGRAMME
JUNE 2017**

between

THE BOROUGH OF TELFORD AND WREKIN

and

NATIONAL DEVELOPMENT TEAM FOR INCLUSION (NDTI)

CONTENTS

CLAUSE

1. Definitions and Interpretation
2. Term
3. Extending the initial term
4. Due diligence and Supplier's warranty
5. Supply of services
6. KPIs
7. Service standards
8. Compliance
9. Council's Premises and Assets
10. Not used
11. Payment
12. Not used
13. Personnel used to provide the services
14. Safeguarding children and vulnerable adults
15. Reporting and meetings
16. Monitoring
17. Change control, benchmarking and continuous improvement
18. Dispute resolution
19. Sub-Contracting and assignment
20. Indemnities
21. Limitation of liability
22. Insurance
23. Freedom of information
24. Data protection
25. Confidentiality
26. Audit
27. Intellectual property
28. Termination for breach
29. Termination on notice
30. Force majeure
31. Prevention of bribery
32. Consequences of termination
33. Not used
34. Waiver
35. Rights and remedies
36. Severability
37. Partnership or agency
38. Third party rights
39. Publicity
40. Notices
41. Entire agreement
42. Counterparts
43. Governing law
44. Jurisdiction
45. National Minimum Wage
46. Compliance with the Counter-Terrorism and Security Act 2015 and the (Risk of being drawn into Terrorism) (Guidance) Regulations 2015
47. IR35

THIS AGREEMENT is dated

PARTIES

- (1) **THE BOROUGH OF TELFORD & WREKIN** of Darby House, Lawn Central, Telford, TF3 4JA (**Council**).
- (2) **THE NATIONAL DEVELOPMENT TEAM FOR INCLUSION** an independent, not-for-profit organisation whose Company Number is IP27566R and whose Head Office is at First Floor, 30-32 Westgate Buildings, Bath BA1 1EF (**Supplier**).

BACKGROUND

The Council has selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 1).

Associated Company: any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Council and the Supplier, the first such persons being set out in Schedule 2.

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.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change: any change to this agreement including to any of the Services.

SCHEDULES

SCHEDULE 1	SUPPLIER'S PROPOSAL
SCHEDULE 2	CONTRACT MANAGEMENT
SCHEDULE 3	CHANGE CONTROL
SCHEDULE 4	COMMERCIALLY SENSITIVE INFORMATION
SCHEDULE 5	DATA PROCESSING AGREEMENT
SCHEDULE 6	MODERN SLAVERY POLICY

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 3.

Charges: the charges which shall become due and payable by the Council to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 1.

Commencement Date: the date of this agreement.

Commercially Sensitive Information: the information listed in Schedule 4 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 Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss.

Council Assets: any materials, plant or equipment owned or held by the Council and provided by the Council for use in providing the Services.

Council's Premises: the premises which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this agreement.

Crown: the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales) including, but not limited to, government ministers and government departments and particular bodies, persons and government agencies.

Crown Body: any department, office or agency of the Crown.

Data Processor: shall have the same meaning as set out in the Data Protection Act 1998.

Data Protection Legislation: the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Default Notice: is defined in Clause 5.2.

Dispute Resolution Procedure: the procedure set out in clause 18.

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.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, the Supplier's Personnel or any other failure in the Supplier's supply chain.

Health and Safety Policy: the health and safety policy of the Council 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.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the programme will run for 18 months but this is flexible to local circumstances.

Intellectual Property: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

KPIs: the key performance indicators set out in Schedule 1.

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Management Reports: the reports to be prepared and presented by the Supplier in accordance with clause 15 and Schedule 2.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) 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;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Council.
- (d) any activity, practice or conduct which would constitute one of the offences listed under clause 1.1(c), if such activity, practice or conduct had been carried out in the UK.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Remediation Notice: a notice served by the Council in accordance with clause 28.1(a).

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Council internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Council from time to time.

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.

Service Delivery Date: the date of the commencement of the services as per Outline Programme Milestones in Schedule 1.

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

Supplier's 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.

Supplier's Tender: the tender submitted by the Supplier and other associated documentation set out in Schedule 1.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

Sub-Contract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors or suppliers that enter into a Sub-Contract with the Supplier.

Target KPI: the minimum level of performance for a KPI which is required by the Council as set out against the relevant KPI in Schedule 1.

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this agreement which are agreed pursuant to clause 3; or
- (b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 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.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes e-mail.
- 1.10 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.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
 - (a) the clauses of the agreement;
 - (b) Schedule 1 to this agreement;
 - (c) the remaining schedules to this agreement

2. **TERM**

This agreement shall take effect on the Service Commencement Date and shall continue for the Term.

3. **EXTENDING THE INITIAL TERM**

The Council may extend this Agreement beyond the Initial Term by a further period or periods of up to two (2) years (Extension Period) in twelve (12) month periods. If the Council wishes to extend this Agreement, it shall give the Service Provider at least three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

3.1 If the Council gives such notice then the Term shall be extended by the period set out in the notice.

3.2 If the Council does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 32 shall apply.

4. DUE DILIGENCE AND SUPPLIER'S WARRANTY

- 4.1 The Supplier acknowledges and confirms that:
- (a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this agreement;
 - (b) it has received all information requested by it from the Council pursuant to clause 4.1(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
 - (c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to clause 4.1(b);
 - (d) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - (e) it has entered into this agreement in reliance on its own due diligence.
- 4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Supplier by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 The Supplier:
- (a) as at the Commencement Date, warrants and represents that all information contained in the Supplier's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the agreement; and
 - (b) shall promptly notify the Council in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
- 4.4 The Supplier shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council 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 Council 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 Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

4.5 Nothing in this clause 4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

5. SUPPLY OF SERVICES

5.1 The Supplier shall provide the Services to the Council with effect from the Service Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement.

5.2 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier's default (Default Notice).

6. KPI'S

6.1 Where any Service is stated in Schedule 1 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than such specific Target KPI.

6.2 As existing Services are varied and new Services are added, Target KPIs for the same will be determined and included within Schedule 1.

6.3 The Supplier shall provide records of and Management Reports summarising the Achieved KPIs as provided for in clause 15.

7. SERVICE STANDARDS

Without prejudice to clause 5.1, the Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill and care;
- (b) in all respects in accordance with the Council's policies; and
- (c) in accordance with all Applicable Laws.

8. COMPLIANCE

8.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.

8.2 Where there is any conflict or inconsistency between the provisions of the 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.

8.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Council Premises.
- 8.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council 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's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 8.5 Without limiting the general obligation set out in clause 7, the Supplier shall (and shall procure that the Supplier's Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Council's equality and diversity policy as provided to the Supplier from time to time; and
 - (iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality law; and
 - (b) take all necessary steps, and inform the Council 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).
 - (c) 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 Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

9. COUNCIL'S PREMISES AND ASSETS

- 9.1 The Council shall, provide the Supplier (and its Sub-Contractors) with access to such parts of the Council's Premises as the Supplier reasonably requires for the purposes only of properly providing the Services.
- 9.2 The Council shall provide the Supplier with such accommodation and facilities in the Council's Premises as is specified in Schedule 1 or which is otherwise agreed by the parties from time to time.
- 9.3 Subject to the requirements of clause 32, in the event of the expiry or termination of the agreement, the Council shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the

Council's Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

- 9.4 The Supplier shall ensure that:
- (a) where using the Council's Premises and any Council Assets they are kept properly secure and it will comply and cooperate with the Council's Authorised Representative's reasonable directions regarding the security of the same;
 - (b) only those of the Supplier's Personnel that are duly authorised to enter upon the Council's Premises for the purposes of providing the Services, do so;
 - (c) any Council Assets used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Council Premises unless expressly permitted under this agreement or by the Council's Authorised Representative.
- 9.5 The Council shall maintain and repair the Council Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Council in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 9.6 The Supplier shall notify the Council immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Council, to any of the Council's Premises or to any property of any other recipient of the Services in the course of providing the Services.
10. **NOT USED**
11. **PAYMENT**
- 11.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Council shall pay the Charges to the Supplier.
- 11.2 The Supplier shall invoice the Council for payment of the Charges at the end of the calendar month. All invoices shall be directed to the Council's Authorised Representative.
- 11.3 Where the Supplier submits an invoice to the Council in accordance with clause 11.2, the Council will consider and verify that invoice within 10 days.
- 11.4 The Council 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 Council has determined that the invoice is valid and undisputed.
- 11.5 Where the Council fails to comply with clause 11.3, the invoice shall be regarded as valid and undisputed 10 days after the date on which it is received by the Council.

- 11.6 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 11.3 to clause 11.5 of this agreement; and
 - (b) 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 11.3 to clause 11.5 of this agreement.

In this clause 11.6, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council 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.

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 18.

Subject to clause 11.4, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of the Services if any payment is overdue.

- 11.7 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Supplier shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council 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.
- 11.8 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council for 6 years from the end of the Contract Year to which the records relate.
- 11.9 The Council may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier or any Associated Company of the Supplier provides goods or services to the Council.
- 11.10 If The Council wishes to set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Council) against any amount due to the Supplier pursuant to clause 11.9 it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Council's reasons for withholding or retaining the relevant Charges.
- 11.11 The Supplier shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or

otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Supplier.

12. NOT USED

13. PERSONNEL USED TO PROVIDE THE SERVICES

13.1 At all times, the Supplier shall ensure that:

- (a) each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Supplier's Personnel to provide the Services properly;
- (c) 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
- (d) all of the Supplier's Personnel comply with all of the Council's policies including those that apply to persons who are allowed access to the applicable Council's Premises.

13.2 The Council may refuse to grant access to, and remove, any of the Supplier's Personnel who do not comply with any such policies, or if they otherwise present a security threat.

13.3 The Supplier shall replace any of the Supplier's Personnel who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's 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.

13.4 The Supplier shall maintain up-to-date personnel records on the Supplier's Personnel engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on the Supplier's 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.

13.5 The Supplier shall use its best 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 as the prevailing industry norm for similar services, locations and environments.

14. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

14.1 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006

- 14.2 The Supplier shall:
- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this clause 14.2 for each member of staff;
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 14.3 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 14.4 The Supplier shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 14 have been met.
- 14.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users.

15. REPORTING AND MEETINGS

- 15.1 The Supplier shall provide the management reports in the form and at the intervals set out in Schedule 2.
- 15.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 2 and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.

16. MONITORING

- 16.1 The Council may monitor the performance of the Services by the Supplier.
- 16.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Council in carrying out the monitoring referred to in clause 16.1 at no additional charge to the Council.

17. CHANGE CONTROL AND CONTINUOUS IMPROVEMENT

- 17.1 Any requirement for a Change shall be subject to the Change Control Procedure.

- 17.2 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 Council's Authorised Representative on:
- (a) the emergence of new and evolving relevant technologies which could improve the Services;
 - (b) new or potential improvements to the Services;
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and
 - (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Council.
- 17.3 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 17 shall be addressed by the parties using the Change Control Procedure.

18. DISPUTE RESOLUTION

- 18.1 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:
- (a) 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;
 - (b) 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 Council's Assistant Director, Early Help & Support and the Supplier's Chief Executive Officer who shall attempt in good faith to resolve it; and
 - (c) if the Council's Assistant Director, Early Help & Support and the Supplier's Chief Executive Officer 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 Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 days after the date of the ADR notice.

18.2 The commencement of mediation shall not prevent the parties commencing or continuing proceedings in relation to the Dispute under clause 18 which clause shall apply at all times.

19. SUB-CONTRACTING AND ASSIGNMENT

19.1 Subject to clause 19.3, neither party shall assign, novate 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 Council, such consent not to be unreasonably withheld.

19.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Council 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;
- (b) 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
- (c) provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.

19.3 The Council shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

19.4 Provided that the Council has given prior written consent, the Supplier shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Supplier, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

20. INDEMNITIES

The Supplier shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or sub-contractors save to the extent that the same

is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Council or its Representatives (excluding any Supplier's Personnel).

21. LIMITATION OF LIABILITY

- 21.1 Subject to clause 21.3, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- 21.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.
- 21.3 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence;
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other act or omission, liability for which may not be limited under any applicable law.

22. INSURANCE

- 22.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover as per the limits listed below:
- (a) Public liability insurance with a limit of indemnity of not less than £[INSERT AMOUNT] in relation to any one claim or series of claims;
 - (b) Employer's liability insurance with a limit of indemnity of not less than £[INSERT AMOUNT] OR in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;]
 - (c) [professional indemnity insurance with a limit of indemnity of not less than £[INSERT AMOUNT] 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;]
 - (d) [product liability insurance with a limit of indemnity of not less than £[INSERT AMOUNT] 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.

- 22.2 The Supplier shall give the Council, 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.
- 22.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 22.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

23. FREEDOM OF INFORMATION

- 23.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Council 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;
 - (c) provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Council.
- 23.2 The Supplier acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Council shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 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 Council 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.

24. DATA PROTECTION

- 24.1 The Supplier shall (and shall procure that any of its Supplier's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.

- 24.2 Notwithstanding the general obligation in clause 24.1, where the Supplier is processing Personal Data as a Data Processor for the Council, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - (b) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 24.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA.
- 24.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.
- 24.4 The Parties further acknowledge that the GDPR shall become applicable from 25 May 2018 and agree that from such date as regards Data Protection legislation and the GDPR, it shall take all reasonable steps, at its own expense, to comply with all applicable legislation, including, but not limited to, all and any changes to any Data Processing Agreement which is already in existence on the date that the GDPR applies in the United Kingdom.
- 24.5 The Service Provider agrees to comply with the Data Processing Agreement attached at Schedule 5.

25. **CONFIDENTIALITY**

- 25.1 Subject to clause 25.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 25.2 Clause 25.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, provided that clause 23.2 shall apply to any disclosures required under the FOIA or the EIRs;
 - (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
 - (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 25.1;
 - (d) by the Council of any document to which it is a party and which the parties to this agreement have agreed contains no commercially sensitive information;
 - (e) to enable a determination to be made under clause 18;

- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
 - (g) by the Council to any other department, office or agency of the Government; and
 - (h) by the Council relating to this agreement and in respect of which the Supplier has given its prior written consent to disclosure.
- 25.3 On or before the Termination Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.
- 26. AUDIT**
- 26.1 During the Term and for a period of 6 years after the Termination Date, the Council may conduct or be subject to an audit for the following purposes:
- (a) 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 ;
 - (b) to review the integrity, confidentiality and security of any data relating to the Council or any service users;
 - (c) to review the Supplier's compliance with the DPA, the FOIA, in accordance with clause 24 (Data Protection) and clause 23 (Freedom of Information) and any other legislation applicable to the Services;
 - (d) to review any records created during the provision of the Services;
 - (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
 - (f) to carry out the audit and certification of the Council's accounts;
 - (g) 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 Council has used its resources;
 - (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.
- 26.2 Except where an audit is imposed on the Council by a regulatory body, the Council may not conduct an audit under this clause 26 more than twice in any calendar year.
- 26.3 The Council 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.
- 26.4 Subject to the Council's obligations of confidentiality, the Supplier shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in

relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- (c) access to the Supplier's Personnel.

26.5 The Council shall endeavour to (but is not obliged to) provide at least [15] days notice of its or, where possible, a regulatory body's, intention to conduct an audit.

26.6 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 Council for all the Council's reasonable costs incurred in the course of the audit.

26.7 If an audit identifies that:

- (a) 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 Council 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;
- (b) the Council has overpaid any Charges, the Supplier shall pay to the Council the amount overpaid within 20 days. The Council may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
- (c) the Council has underpaid any Charges, the Council shall pay to the Supplier the amount of the under-payment [less the cost of audit incurred by the Council if this was due to a default by the Supplier in relation to invoicing] within 20 days.

27. INTELLECTUAL PROPERTY

27.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Council on creation.

27.2 The Supplier shall indemnify the Council 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 Council's acts or omissions.

28. **TERMINATION FOR BREACH**

28.1 The Council may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Council may only terminate this agreement under this clause 28.1 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Council (a **Remediation Notice**) to do so;
- (b) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- (c) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

28.2 The Council may terminate this agreement in accordance with the provisions of clause 30 and clause 31.

28.3 If this agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

29. **NOT USED**

30. **FORCE MAJEURE**

30.1 Subject to the remaining provisions of this clause 30, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

30.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 30.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 30.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 30.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Supplier is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 30.6 The affected party shall notify the other party 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.
- 30.7 The Council may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Supplier if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 10 Working Days.

31. PREVENTION OF BRIBERY

- 31.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier's Personnel, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) 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.
- 31.2 The Supplier shall not during the term of this agreement:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-

contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

- 31.3 The Supplier shall during the term of this agreement:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under clause 31.3(a) and make such records available to the Council on request.
- 31.4 The Supplier shall immediately notify the Council in writing if it becomes aware of any breach of clause 31.1 and/or clause 31.2, or has reason to believe that it has or any of the Supplier's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) 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; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 31.5 If the Supplier makes a notification to the Council pursuant to clause 31.4, the Supplier shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation in accordance with clause 26.
- 31.6 If the Supplier is in Default under clause 31.1 and/or clause 31.2, the Council may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this agreement.
- 31.7 Any notice served by the Council under clause 31.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

32. CONSEQUENCES OF TERMINATION

- 32.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the Supplier shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a Replacement Supplier.
- 32.2 On termination of this agreement (or where reasonably so required by the Council before such completion) the Supplier shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Supplier's Chief Executive Officer shall certify full compliance with this clause.
- 32.3 The provisions of clause 6.3 (provision of records), clause 20 (Indemnities), clause 22 (Insurance), clause 23 (Freedom of Information), clause 24 (Data Protection), clause 26 (Audit), clause 28 (Termination for Breach) and this clause 32 (Consequences of termination) shall survive termination or expiry of this agreement.

33. NOT USED

34. 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.

35. 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.

36. SEVERABILITY

- 36.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 36.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

37. PARTNERSHIP OR AGENCY

- 37.1 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.
- 37.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

38. THIRD PARTY RIGHTS

- 38.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

39. PUBLICITY

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Council'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 Council, which shall not be unreasonably withheld or delayed.

40. NOTICES

- 40.1 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:
- (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 fax to its main fax number.
- 40.2 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 Working Day after posting.
- 40.3 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. For the purposes of this clause, "writing" shall include e-mail.

41. ENTIRE AGREEMENT

41.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it 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.

41.2 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 based on any statement in this agreement.

42. NOT USED

43. 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.

44. 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).

45. NATIONAL MINIMUM WAGE

45.1 On or before the anniversary of the commencement of the Contract each year the Approved Provider shall provide to the Authority a certificate signed by a director of the Approved Provider certifying that it has complied with all statutory obligations under the National Minimum Wage Act 1998 (as amended).

45.2 The Authority shall have the right to terminate this Agreement by way of written notice and with immediate effect where:

- (a) The Approved Provider fails to comply with its statutory obligations under the National Minimum Wage Act 1998 (as amended) with regards to the Approved Provider's eligible employees and to keep records required by the National Minimum Wage Regulations 1999
- (b) The Approved Provider fails to provide the certificate described at 46.1
- (c) The Approved Provider fails within 10 Working Days (when requested to do so by the Authority) to provide an anonymised random sample of employee payments (the size of sample to be set at the Authority's sole discretion) demonstrating that the National Minimum Wage has

been paid and in particular, demonstrating that travel time under Regulation 15 and training under Regulation 19 of the National Minimum Wage Regulations 1999 have been taken into account when doing so

- (d) The Approved Provider shall report to the Authority any involvement with an Employment Tribunal or Employment Appeal Tribunal or Whistleblowing which is occasioned by the Approved Provider's or its Sub-Contractor's potential breach of the Minimum Wage legislation within 10 Working Days.

46. COMPLIANCE WITH THE COUNTER-TERRORISM AND SECURITY ACT 2015 AND THE (RISK OF BEING DRAWN INTO TERRORISM) (GUIDANCE) REGULATIONS 2015

46.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations, and guidance relating to Counter Terrorism including but not limited to the Counter-Terrorism and Security Act 2015 and the Counter-Terrorism and Security Act 2015 (Risk of Being Drawn into Terrorism) (Guidance) Regulations 2015 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements ;
- (c) comply with the Authority's code and plan for compliance with the Relevant Requirements.
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under The Counter-Terrorism and Security Act 2015 and the Counter-Terrorism and Security Act 2015 (Risk of Being Drawn into Terrorism) (Guidance) Regulations 2015, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 46.1(b), and will enforce them where appropriate;
- (e) promptly report to the Authority any behaviours or actions or other activity of any kind observed, perceived or suspected by the Supplier in connection with the performance of this agreement which may be in breach of the Relevant Requirements and/or the Relevant Policies;
- (f) within one month of the date of this agreement, and annually thereafter, certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 46 by the Supplier and all persons associated with it under clause 46.2. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

46.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 46 (Relevant

Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

- 46.3 Breach of this clause 46 shall be deemed a material breach under clause 28 (Termination for Breach).
- 46.4 For the purpose of this clause 46, the meaning of adequate procedures shall be determined in accordance with the Relevant Requirements and the Relevant Policies. For the purposes of this clause 46 a person associated with the Supplier includes any subcontractor of the Supplier.

47. IR35

- 47.1 From April 2017 there are changes to the way the current intermediaries legislation (known as IR35) is applied to off-payroll working in the public sector. Where the rules apply, people who work in the public sector through an intermediary will pay employment taxes in a similar way to employees.

The Council reserves the right to carry out the Employment Service Status test to determine your status in accordance with HMRC guidance and deduct and make payment of tax and National Insurance contributions accordingly.

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

Signed by **Sarah Dillon**
for and on behalf of **THE
BOROUGH OF TELFORD AND
WREKIN**


.....
**Assistant Director
Adult Social Care**

Signed by **Sally Richens**
for and on behalf of **NATIONAL
DEVELOPMENT TEAM FOR
INCLUSION**


.....
Business Manager

SCHEDULE 1 SUPPLIER'S PROPOSAL

Community Led Support Programme Proposal
June 2017

[document attached separately]

SCHEDULE 2 Contract management

1. AUTHORISED REPRESENTATIVES

1.1 The Council's initial Authorised Representative:

Sarah Dillon
Assistant Director
Adult Social Care
Telford & Wrekin Council
Addenbrooke House
Ironmasters Way
Telford TF3 4NT
Email: sarah.dillon@telford.gov.uk
Tel: 01952 383002 (office)
Mobile: 07970 771842

1.2 The Supplier's initial Authorised Representative:

Jenny Pitts
Programme Lead – Community Led Support
National Development Team for Inclusion
First Floor
30-32 Westgate Buildings
Bath BA1 1EF
Email: jenny.pitts@ndti.org.uk
Tel: 01225 789135
Mobile: 07860 269664

2. MEETINGS

2.1 Monthly scheduled phone calls or meetings to discuss progress.

3. REPORTS

3.1 Monthly report/update to Leadership Team

4. KEY PERSONNEL

4.1 ASC Leadership

SCHEDULE 3 Change control

1. GENERAL PRINCIPLES

- 1.1 Where the Council or the Supplier sees a need to change this agreement, the Council 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 2 of this Schedule 3.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council 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.
- 1.4 Any work undertaken by the Supplier and the Supplier's 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 7, shall be undertaken entirely at the expense and liability of the Supplier.

2. PROCEDURE

- 2.1 Discussion between the Council and the Supplier concerning a Change shall result in any one of the following:
- (a) no further action being taken; or
 - (b) a request to change this agreement by the Council; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for an amendment is received from the Council, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
- (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;
 - (e) the price, if any, of the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) a schedule of payments if appropriate;

- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Council and the Supplier; and
- (k) details of how the costs that would be incurred by the parties if the Change subsequently results in the termination of this agreement under clause 28.1(e) will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Council shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Supplier shall constitute an amendment to this agreement.

SCHEDULE 4 Commercially sensitive information

[DETAILS OF ANY SUPPLIER INFORMATION TO BE CLASSIFIED AS
COMMERCIALY SENSITIVE]

SCHEDULE 5 Data Processing Agreement

Data Protection Act 1998

Telford & Wrekin Council & National Development Team for Inclusion

WHEREAS:-

A. The Data Controller and the Data Processor (taking the meanings accorded in Section B 2), have entered into an Agreement to secure the provision and processing of personal and sensitive personal data (hereinafter referred to as the 'data') already identified in **Appendix 1** of this Agreement solely for the purpose of processing [insert purpose]. The data sets will be directly provided by [insert details] via [insert details]. The Data Processor's data centre is [insert details].

The Data Processor will process authorised data sets (as per Appendix 1), solely for the purpose of [insert details], as shown in Schedule B, and in accordance with the obligations of the Data Processor, as shown in Schedule C, in order to support their contractual obligations.

The Data Processor will ensure all of their staff and any sub-contracted staff have undertaken and continue to receive relevant training around data protection and information security.

B. IT IS HEREBY AGREED BETWEEN THE PARTIES IN SCHEDULE A TO THIS AGREEMENT AS FOLLOWS:-

1. Agreement

Clearly defined processing requirements of personal and sensitive personal data between the Data Controller ("Telford & Wrekin Council") and the Data Processor (the National Development Team for Inclusion), whereby the Data Processor provides [insert details] for the purposes referred to in Schedule B, subject to the warranties and obligations hereinafter contained.

2. Definitions & Interpretations

- a) Data Controller – means Telford & Wrekin Council as the organisation who determines the purposes of which the personal data is to be processed;
- b) Data Processor – means the National Development Team for Inclusion as the organisation who will process the information on behalf of the Data Controller
- c) Data Subject – means an individual who is the subject of personal data
- d) Personal Data – means data that relates to a living individual who can be identified: from the data; or from data or other information that is in the possession of or is likely to come into the possession of the Data Controller

- e) Processing - means obtaining, recording, or holding the information or data or carrying out any operation or set of operations on the information or data including: organisation, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination or otherwise making available; or alignment, combination, blocking, erasure or destruction of the information or data.

3. Warranty and Obligations of Data Processor

- a) The Data Processor warrants that it has the necessary legal authority in the United Kingdom where it is established for the purpose of controlling the processing of the data and to use it for the purpose(s) set out herein, and to give warranties and fulfil the undertakings set out herein.
- b) The Data Processor will process the data exclusively for purposes and in accordance with the means of processing listed in Schedule B to the exclusion of any other purposes or means of processing.
- c) The Data Processor will not enter into any arrangement to process the data outside the United Kingdom without the written permission of Data Controller.
- d) The Data Processor has in place security programs and procedures appropriate to the risks presented by the processing, to ensure that unauthorised persons will not have access to the data and that any persons it authorises to have access to the data will be bound by contract or otherwise to respect and maintain the confidentiality and security of the data.
- e) The Data Processor warrants that it will comply with the obligations set out in Schedule C and apply them to the processing of the data originally provided or subsequently amended.

4. Applicable Law

The parties to this Agreement shall be subject to English law and specifically the Data Protection Act 1998 in respect of such processing as is governed by this Agreement.

5. Rights of Data Subjects

The obligations of the Data Processor set out in Schedule C are conferred as third party rights on those data subjects, in respect of whom data is accessed for processing under the terms of this Agreement. Therefore, this processing may be the subject of proceedings under the appropriate legal enactments in the Member State in which the Data Processor is established, in respect of the processing of accessed data that is the subject of this Agreement.

6. Suspension of Contract

This agreement can be suspended for 10 working days, if security has been seriously breached. This should be detailed in writing and be evidenced by the Data Processor to the Data Controller. Any suspension will be subject to a risk assessment and a resolution meeting between nominated representatives of the Data Processor and the Data Controller being held. This meeting will take place within 14 working days of the identification of any breach. The suspension may be lifted when the cause of the breach has been satisfactorily investigated and appropriate measures have been taken to address the situation.

7. Indemnity

The Data Processor will indemnify the Data Controller against all claims, costs and fines that may arise in connection with data breaches which are the result of the failure of the National Development Team for Inclusion, its employees, agents or sub-contractors to properly perform their functions.

8. Consequences of Termination of the Contract

If either party terminates the Agreement relating to the accessing of data and its subsequent processing, the Data Processor shall immediately (within 7 days) securely return/transfer, if requested to do so by the Data Controller, all data provided under this Agreement, in its possession or control, and certify in writing to the Data Controller that it has done so, unless this is prohibited by the national law or regulator of the country in which the Data Processor processes the data. Where this is the case, to the extent allowed under such requirements, the data will be kept confidential and will no longer be processed.

SCHEDULES

SCHEDULE A

Data Controller:

Telford & Wrekin Council,
Addenbrooke House
Ironmasters Way
Telford TF3 4NT
United Kingdom
Data Protection Act Registration Number: **Z5142391**

Name	Title	Description of Role	Contact Details

And Data Processor:

National Development Team for Inclusion
First Floor
30-32 Westgate Buildings
Bath BA1 1EF
Registration Number: **[insert supplier ICO registration number]**

Name	Title	Description of Role	Contact Details

SCHEDULE B

Purpose of Processing the Personal Data:

The National Development Team for Inclusion ("Data Processor") has been contracted by Telford & Wrekin Council ("Data Controller") to provide a Community Led Support Programme.

Both personal and sensitive personal data sets are to be processed and the conditions within the Data Protection Act 1998 that support this are:

- Schedule 2 (1) – consent of the data subject
- Schedule 3 (1) – explicit consent of the data subject.

The data sets, (already identified above in Appendix 1 of this Agreement), will be used solely to [insert service details].

DURATION, REVIEW AND TERMINATION

This Agreement is effective from the signatory date below until the end of the contract period.

SIGNATORIES:

This Agreement was executed on INSERT DATE WHEN SIGNED.

_____ Date: _____

_____ Date: _____

_____ Date: _____

SCHEDULE C

Obligations of the Data Processor

1. The Data Processor will make such arrangements as are necessary to ensure it has fulfilled, and will continue to fulfil to comply with the requirements of the Data Protection Act 1998 including the warranties set out in Section B.3 of this agreement.
2. Unless there is specific provision elsewhere in this Agreement, the Data Processor shall process the data exclusively for the purposes outlined in Schedule B and shall not disclose, either free of charge or in return for payment, the data to any other legal or natural person, including when there is a legal obligation, a regulatory obligation or where the Data Processor is responding to a request from a regulatory body, in which case the Data Controller must, where this is permitted by such law, be informed in order to establish consent or grounds for non-disclosure, prior to such disclosure.
3. The Data Processor shall, as far as is practicable, notify the Data Controller of any measures to which it is subject that will have an impact on the access and processing of data made under the Agreement.
4. Where the nature of the data being processed warrants it, the Data Controller reserves the right to demand that a Disclosure and Barring Service check is undertaken on any staff that will have access to the data and confirm (within 7 days) whether such checks have identified any relevant convictions, cautions or other information that may warrant concern.
5. The Data Processor will not disclose or transfer the personal and sensitive personal data to a third party except with the express authority of the Data Controller.
6. The Data Processor must identify to the Data Controller their Data Protection Officer or other person responsible for compliance with data protection legislation.
7. The Data Processor must have a documented data protection policy in place and shall if requested provide a copy to the Data Controller.
8. If so requested by the Data Controller, the Data Processor must provide evidence of measures taken with regard to staff reliability, staff training, data access restrictions and disciplinary procedures.
9. No further use may be made of the data without the written consent of the Data Controller or as specified in this Agreement. No further use shall be made of any depersonalised data, based on the data supplied without the prior written

authority of the Data Controller.

10. The Data Processor must not copy, store, print, transmit or produce in any other format (hard or soft) copies of the data that it is authorised to process.
11. Authorised persons of the Data Processor may only process the data by secure means, including encryption of portable, mobile devices or any other processing equipment that may be vulnerable, in order to prevent unauthorised access or disclosure.
12. Should the Data Controller be required to comply with a request for access to information by a data subject, the Data Processor will assist the Data Controller by providing such information to the Data Controller and supply any copies of the data in its present format within stated timescales. If any of the processing carried out by the Data Processor consists of decisions taken automatically, full details of the logic will be provided to the Data Controller on commencement of the Agreement, except where these details would constitute a trade secret. The Data Processor must make provision for automated decisions to be taken in a non-automated manner, if such a request is made by a data subject.
13. Hard and soft copy data must be protected by adequate technical and organisational security controls. Any equipment or device (portable or otherwise) used for processing the data electronically must be encrypted and protected by physical and technical controls to prevent unauthorised disclosure, theft or corruption. PCs/laptops (or similar) and any storage devices used (including 'cloud' storage facilities), must always be handled in a secure manner. Hard copy data must be kept secure to also prevent unauthorised disclosure, theft or corruption (e.g. locked in secure cabinets when it is not being used, not kept with portable devices).
14. As data may only be made available to authorised persons, care must be taken not to allow any unauthorised person to see it as hard or soft copy, in temporary or permanent stored form or hear its content discussed in a conversation.
15. Adequate protection must be put in place to ensure any electronic data processed on behalf of the Data Controller does not become infected, eg by malicious code, virus.
16. The Data Processor will provide data subjects with a secure means of inputting and amending personal and sensitive personal data.
17. No connection may be made from third party equipment holding the data electronically to any other system, except for a secure connection to the Data Processor's own network, unless adequate provisions are made and approved prior to implementation by the Data Controller, to prevent access to the data by

unauthorised persons.

18. No modem or similar device shall connect the equipment holding electronic data to a live telephone line or other type of network connection except as required for the purposes and connections allowed above.
19. The Data Controller reserves the right to inspect any equipment or premises used to carry out the processes and procedures of which this Agreement is the subject. The Data Controller reserves the right to screen any employees of the Data Processor to the extent allowed by law. The Data Controller will provide 14 days' notice of the requirement to undertake such inspections or requirement for screening.
20. The Data Processor will provide the data subject with the same rights of active 'opt in' to receive direct marketing (as per PEC Regulations 2003), correction, blocking, suppression or deletion available to such an individual in accordance with the law, which is applicable to the Data Processor.
21. The Data Processor shall, where necessary, maintain the accuracy and integrity of the data and keep it up to date. The Data Processor shall comply with all instructions from the Data Controller to rectify, delete and update any data and shall confirm to the Data Controller within 14 days that it has done so.
22. The Data Processor will provide data subjects with a complaints handling process.
23. The Data Processor will ensure any actual breaches of physical or technological security that may or has impacted confidentiality, integrity or availability of the Data Controller's data are immediately reported to the Data Controller's IT Security Manager.
24. The Data Processor will ensure any actual breaches of the Data Protection Act and or the terms and conditions of this Agreement that may or has impacted the Data Controller's compliance with data protection legislation are immediately reported to the Data Controller's Information Governance Manager.

Schedule D : Freedom of Information Act 2000

1. The Data Processor acknowledges that the Data Controller has legal responsibilities to make information available under the Freedom of Information Act 2000.
2. The Data Processor shall be given reasonable assistance to the Data Controller to comply with the Act.
3. In particular, the Data Processor shall supply all such information and records (together with reasonable assistance to locate the same) which are needed by the Data Controller to comply with its obligations under the Act.
4. The Data Processor acknowledges that the Data Controller shall have the discretion to disclose any information which is the subject to the contract with the Data Processor to any person who makes a request under the Act and which in the opinion of the Data Controller it has to disclose to discharge its responsibilities under the Act.
5. When exercising its rights under the Act the Data Controller shall consult with the Data Processor and may take account of any reasonable suggestions made by it.
6. The Data Controller shall not be responsible for any loss damage harm or detriment however caused arising from disclosure of information relating to this contract.

SCHEDULE E

Sarah Dillon
Assistant Director - Adult Social Care
Email: sarah.dillon@telford.gov.uk
Tel: 01952 383002 (office) or (07970 771842)

and

Jenny Pitts
Programme Lead – Community Led Support
Email: jenny.pitts@ndti.org.uk
Tel: 01225 789135 or (07860 269664)

will each hold a copy of the signed Agreement on behalf of the respective Parties to this Agreement.

APPENDIX 1

Data Sets to be covered by this Agreement

[insert details of data that will be covered]

e.g.

Parent(s) First and Last Name

Address

Post Code

Employee Number

National Insurance Number

Gender

Date of Birth

Email Address

Daytime Telephone Number

Alternative Telephone Number

Child(s) First Name

Child(s) Last Name

Relationship to the Child

Date of Birth

Disability Status

Gender

Type of Childcare (eg Nursery, childminder, nanny)

Care Provider's Name

Care Provider's Bank Account Details

Postcode

Ofsted Number

SCHEDULE 6 Modern Slavery Policy

1 DEFINITIONS

Modern Slavery Policy means the Council's anti-slavery and human trafficking policy http://www.telford.gov.uk/downloads/file/5264/anti-slavery_and_human_trafficking_policy as updated by the Council and notified to the Supplier from time to time;

2 MODERN SLAVERY

2.1 The Supplier undertakes, warrants and represents that:

- (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy
- (c) it shall notify the Council immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this Clause
- (d) Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

2.1 Any breach of this Clause 2 by the Supplier shall be deemed a material breach of the agreement and shall entitle the Council to terminate the agreement.

3 SUBCONTRACTING

3.1 The Supplier shall not assign, delegate, subcontract, transfer, novate, charge or otherwise dispose of all or any of its rights and responsibilities under this agreement, nor appoint any sub-contractor, sub-distributor or sub-agent without the prior written consent of the Council, and subject to compliance with Clause 3.2 and 3.3 below.

3.2 Where the Supplier delegates or sub-contracts any of its duties or obligations under this agreement pursuant to Clause 3.1 it shall at all times remain liable to the Council for the performance of all of its duties and obligations under this agreement. The contract that the Supplier has with a sub-contractor must:

- (a) be in writing;

- (b) contain substantially the same provisions as those provisions in this agreement, including an obligation to comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
 - (c) prohibit the sub-contractor from sub-contracting the services it has agreed with the Supplier to provide.
- 3.3 If the Council agrees that the Supplier may subcontract its obligations, the Supplier shall ensure it has the ability to audit its sub-contractor to ensure compliance with the Modern Slavery Policy.

4 REPORTS, RECORDS AND AUDIT

- 4.1 The Supplier shall during the term of this Agreement and for the period of 6 years thereafter maintain such records relating to the services provided to the Council under this agreement as may be necessary to trace the supply chain of such goods and services and to enable the Council to determine the Supplier's compliance with the Modern Slavery Policy.
- 4.2 The Council (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Supplier's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure that the Supplier has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Supplier to perform the services provide the goods in accordance with this agreement and the Modern Slavery Policy and for that purpose shall be entitled to have access to the Contractor's premises and to any premises of the Contractor's sub-contractors or agents where the services are being performed.
- 4.4 The Supplier shall carry out an audit to monitor its compliance with the Modern Slavery Policy.
- 4.5 The Supplier shall prepare and deliver to the Council an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

5 TRAINING

- 5.1 The Supplier shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy
- 5.2 The Supplier shall keep a record of all training offered and completed by its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Policy and shall make a copy of such records available to the Council on request.