

[Supplier name]

**Supplier address as appears on Companies House**

Company / LLP Registration No: ?????????

Attn: [insert Supplier contact name]

Date: [Insert date]

Our ref: [Insert Council's  
reference]

Dear Sirs,

**Award of contract for the supply of [insert description of Services]**

Following your tender for the supply of [insert short description of services] to Cambridgeshire County Council (the "Council"), we are pleased to award this contract to you.

This letter ("Award Letter") and its Annexes set out the terms of the contract between Cambridgeshire County Council (the Council) and [insert Supplier's name] as the "Supplier" for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any other terms and conditions to this Award Letter as they will not be accepted by the Council and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Council and the Supplier agree as follows:

- 1) The charges for the Services shall be as set out in Annex 2.
- 2) The specification of the Services to be supplied is as set out in Annex 3.
- 3) The Term shall commence on [insert the start date of the contract] (the "Commencement Date") and shall continue until the Expiry Date, being [insert the date on which the contract will end] subject to early termination.
- 4) The addresses for notices of the parties are:

**Cambridgeshire County Council**

**Shire Hall**

**Castle Hill**

**Cambridge**

**CB3 0AP**

Attention: [insert title]

Email: [insert email address]

**Supplier**

[insert name  
and address of Supplier]

Attention: [insert title]

Email: [insert email address]

- 5) The following persons are Key Personnel for the purposes of the Agreement:

Name

Title

*This section must be completed (if applicable) with the names of key personnel within the suppliers organisation that will be delivering the service.*

- 6) For the purposes of the Agreement suppliers will need to comply with the Council's relevant policies including the Whistleblowing Policy which can be accessed via the Council website.
- 7) The Council may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. For the purpose of any Children's Services or Vulnerable Persons Services these shall be Enhanced Checks. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, or is of a type otherwise advised by the Council (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 8) **[Delete this para 8 if the Supplier is NOT processing personal data]or[If it is processing personal data ensure the table in the RFQ/Specification is completed to ensure the extent of the processing is correctly specified.]**The Supplier is processing Personal Data on behalf of the Council. The extent of the permitted processing is set out in the table in Annex 5. The Supplier shall comply with any further written instructions from the Council with respect to Data Processing and the table in Annex 5 shall be updated accordingly.
- 9) **[Delete this para 9 if TUPE does NOT apply]**The Council considers that TUPE will apply on the Commencement Date and clause 10.1 to 10.16 shall apply accordingly. The Supplier shall comply with its obligations pursuant to TUPE (as defined in the Conditions).

## Payment

All invoices must be sent, quoting a valid purchase order number ("**PO Number**"), to: Cambridgeshire County Council, Processing Operations Team, OCT1201, Shire Hall, Castle Hill, Cambridge, CB3 0AP or by email to [ccc.invoices@cambridgeshire.gov.uk](mailto:ccc.invoices@cambridgeshire.gov.uk).

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Council contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

## Insurance

When you return the signed letter as detailed below please also provide documentary evidence that you have the required insurance cover as required by the Conditions.

## Liaison

For general liaison your contact will be **[insert Council's Representative name and contact details]** or, in their absence, **[insert secondary name and contact details]**.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter through Intend **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

**Signature:**

Signed for and on behalf of Cambridgeshire County Council

Name: [insert name]

[Insert job title]

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of [insert name of Supplier]

Name: [insert name]

[insert job title]

Signature:

Date: [insert date]

## Annex 1

### Terms and Conditions of Contract for Services

#### 1. DEFINITIONS:

- 1.1 In this Agreement unless the context otherwise requires the definitions set out below shall apply.

“Agreement”	The Award Letter, these Conditions and the other annexes to the Award Letter;
“Council’s Representative”	the Council’s Representative specified in the Award Letter;
“Commencement Date”	the commencement date specified in the Award Letter;
“Consistent Failure”	means the Council serving three (3) Remediation Notices in a rolling six (6) calendar month period or six (6) Default Notices in a rolling six (6) calendar month period;
“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer”	has the same meaning as set out in the GDPR;

“Data Protection Legislation”	(i) the General Data Protection Regulation (Regulation (EC) 2016/679 ( <b>GDPR</b> ), the Law Enforcement Directive (Directive( EU) 2016/6900 ( <b>LED</b> ) and any national implementing laws, as amended from time to time, (ii) the Data Protection Act 2018 (DPA <b>2018</b> ) to the extent that it relates to the processing of personal data and privacy (iii) all applicable law about the personal data and privacy , including in each of (i), (ii) and (iii) all relevant regulatory policy, mandatory guidance and codes of practice;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Protection Impact Assessment”	an assessment by the Supplier of the impact of the envisaged processing on the protection of Personal Data;
“Establishment”	any establishment owned and / or occupied by the Council or a third party from which the Services are provided or to which access is required in order to provide the Services;
“Expiry Date”	means the date on which the Agreement expires;
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Laws and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Joint Controllers”	where two or more Controllers jointly determine the purpose and means of processing;

“Laws”	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Supplier is bound to comply;
“Local Safeguarding Policy and Procedures”	the inter-agency safeguarding children and adults procedures of the county of <b>Cambridgeshire</b> ;
“Modern Slavery Helpline”	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://modernslaveryhelpline.org/report">https://modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700;
“Price”	the price as identified within Annex 2, exclusive of any applicable Tax, payable to the Supplier by the Council under the Agreement for the full and proper performance by the Supplier of its obligation;
“Prohibited Act”	<p>(a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:</p> <ul style="list-style-type: none"> <li>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or</li> <li>(ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;</li> </ul> <p>(b) committing any offence:</p> <ul style="list-style-type: none"> <li>(i) under the Local Government Act 1972 and or the Bribery Act 2010; or</li> <li>(ii) under legislation creating offences in respect of fraudulent acts; or</li> <li>(iii) at common law in respect of fraudulent acts</li> </ul>

	<p>in relation to this Agreement or any other agreement with the Council; or</p> <p>(iv) defrauding or attempting to defraud or conspiring to defraud the Council;</p> <p>(v) any action that may reasonably be considered to be to the detriment of the Council and or its end user's welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure;</p>
"Proscribed Act"	<p>the following constitute Proscribed Acts:</p> <p>(a) if a person commits:</p> <p>(i) an offence of cheating the public revenue; or</p> <p>(ii) an offence under the law of any part of the United Kingdom consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax;</p> <p>(b) committing any offence:</p> <p>(i) under the Criminal Finances Act 2017;</p> <p>(ii) under the Taxes Management Act 1970;</p> <p>(iii) under the Value Added Tax Act 1994;</p> <p>(iv) under the Customs and Excise Management Act 1979;</p> <p>(v) under any of the Finance Acts;</p> <p>(vi) at common law concerning any form of fraudulent conduct which results in depriving HMRC of money to which it is entitled;</p>
"Protective Measures"	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data ensuring confidentiality, integrity, availability and resilience of systems and services,</p>

	ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it
"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;
"Replacement Service Provider"	any third party service provider appointed by the Council to supply any services that are substantially the same as or similar to any of the Services and which the Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract;
"Returning Employees"	means those persons listed in a schedule to be agreed between the parties prior to the end of the Term who it is agreed were employed by the Supplier (and/or any sub-contractor) wholly or mainly in the Services immediately before the end of the Term;
"Safety Legislation"	the Health and Safety at Work etc. Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment;
"Services"	the services, duties and responsibilities to be provided, performed and observed by the Supplier pursuant to this Agreement and as specified in Annex 3;
"Staff"	all persons employed by the Supplier to perform its

	obligations under this Agreement together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Agreement;
"Sub-Processor"	any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement
"Term"	from the Commencement Date to the Expiry Date with no option to extend but subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement;
"TUPE Questionnaire"	means a questionnaire and spreadsheet in the format attached at Annex 4 as may be varied from time to time;
"Working Day"	a day (other than Saturday, Sunday or an official public bank holiday)

1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words "include", "included", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and



- (g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

## 2. DURATION

- 2.1 This Agreement and the rights and obligations of the parties shall take effect on the Commencement Date and shall continue until the expiry of the Term or earlier termination of the Agreement.

## 3. NOTICES

- 3.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall be sent to the address of either the relevant party as set out in the Award Letter and, if sent by post, shall be deemed to have been received on the second Working Day following the date of posting.

## 4. THE SERVICE STANDARD

- 4.1 In the performance of the Services, the Supplier shall ensure that throughout the Term of this Agreement it shall:
- a) comply with the terms of this Agreement and any specifications or requirements included or referred to in the Agreement;
  - b) operate in accordance with all Good Industry Practice and in compliance and conformance with all applicable Laws;
  - c) carry out all reasonable directions of the Council's Representative;
  - d) use its reasonable endeavours to secure and achieve continuous improvement in the delivery of the Services during the Term;
  - e) understand fully the risk potential of the type of Establishment in which it is performing the Services. The Supplier shall perform a thorough risk assessment exercise, and ensure that all of its operatives are particularly diligent and safety conscious;
  - f) if given access to, or occupation of, an Establishment which may be granted to the Supplier from time to time shall be on a non-exclusive licence basis free of charge, the Supplier shall use the Establishments solely for the purpose of performing its obligations under this Agreement and shall limit access to the Establishment to such Staff as is necessary for that purpose. The Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently at the Establishment as the Council may reasonably request.

- g) be responsible for the accuracy of all information supplied to Council and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein; and
  - h) notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services.
- 4.2 Save as the Council may otherwise direct, the Supplier is deemed to have inspected the Establishments before commencing and during the delivery of the Services and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Agreement and accordingly no claim by the Supplier for additional payment or extension of time will be allowed on the grounds of any matter relating to the Establishments.
- 4.3 In the event that the Supplier does not comply with the provisions of clause 4.1 in any way, the Council may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**);
- 5. PRICE AND PAYMENT
  - 5.1 In consideration of the performance of the Supplier's obligation under this Agreement by the Supplier, the Council shall pay the Price. No extra charges shall be effective unless agreed in writing and signed by the Council;
  - 5.2 The Council shall promptly consider all invoices and notify the Supplier if it disputes any invoice. The Council shall pay the undisputed sums due to the Supplier within thirty (30) days of receipt of correctly rendered invoice, submitted on or at any time after completion of delivery of the Services or as otherwise specified in Annex 2 and to the reasonable satisfaction of the Council to a bank account nominated in writing by the Supplier. Each invoice shall include such supporting information required by the Council.
  - 5.3 The Council may reduce payment in respect of any Services which the Supplier has either failed to provide or has provided inadequate Services;
  - 5.4 All amounts payable by the Council under this Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the "VAT"). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Council, the Council shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.

- 5.5. If the Council fails to pay any amount properly due and payable by it under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the rate of one (1) per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Council disputes in good faith.
- 5.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in the performance of the Services, and the Supplier shall allow the Council to inspect such records at all reasonable times on request.
- 5.7 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Supplier and shall not constitute any admission by the Council as to the performance by the Supplier of its obligation hereunder.
- 5.8 If either party owes the other money under this Agreement (and such sum is not disputed), then the party who is owed the money may set off any such sum against any money it subsequently owes to the other under this Agreement.

## 6. STATUTORY RIGHTS

- 6.1 Nothing in these conditions shall affect in any way the statutory rights of the Council under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any subsequent amending or consolidating legislation.
- 6.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.
- 6.3 The Supplier shall comply in all respects with the law and all applicable rules and regulations in all matters arising in the performance of or in connection with this Agreement.

## 7. BRIBERY, CORRUPT GIFTS, FRAUD AND TAX EVASION

- 7.1 As soon as either party becomes aware of or suspects the commission of any Prohibited Act and / or Proscribed Act in respect of the provision of the Services it will notify the other party.
- 7.2 In circumstances where a person employed by the Supplier is reasonably suspected of having committed a Prohibited Act and / or Proscribed Act the Supplier will provide to the Council such information as is reasonable to satisfy the Council that appropriate action has been taken to safeguard the Establishment and or its users and or the Council.

## 8. EQUALITIES

- 8.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 when implemented or other relevant legislation equality legislation from time to time , or any statutory modification or re-enactments thereof.
- 8.2 The Supplier shall take all reasonable steps to secure the observance of clause 8.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of this Agreement.

## 9. SAFEGUARDING

- 9.1 Where the supply of Services relates to a Regulated Activity, the Supplier shall:
- a) ensure that all individuals engaged in the supply of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
  - b) monitor the level and validity of the checks under this clause 9.1 for each member of Staff.
  - c) operate policies and procedures on personnel matters for its Staff. These should include appropriate arrangements for recruitment, checks for suitability, levels of qualification and/or experience for specific posts, training and development, and supervisory, disciplinary and grievance procedures, having regard to the nature of the Agreement. Copies of policies and procedures must be made available to the Council on request;
  - d) not employ any Staff to undertake any Regulated Activity who appear unsuitable as a result of information received from the checks;
  - e) comply with the Public Interest Disclosure Act 1998 and shall comply with the Council's Whistleblowing Policy and encourage its Staff to report any incidents of malpractice within the provision of the Agreement;
  - f) ensure that all Staff are aware of the Local Safeguarding Policy and Procedures and will ensure that an up to date copy of the Local Safeguarding Policy and Procedures;
  - g) have an internal policy for safeguarding vulnerable adults and children which is compatible to the Local Safeguarding Policy and Procedures;

- h) ensure that allegations, suspicions and incidents of abuse be followed up promptly by the Supplier in accordance with the Local Safeguarding Policy and Procedures; and
- i) ensure there are robust procedures for responding to suspicion or evidence of abuse and ensure that they follow-up concerns and pass relevant details to the Council immediately.

## 10 STAFFING

10.1 This clause 10 (Staffing) shall only be operative if it is stated to apply in the Award Letter.

10.2 The parties acknowledge that, pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 ("**TUPE**"), there will be a relevant transfer on the Commencement Date and the contracts of employment for those employees who are wholly or mainly assigned in the Services immediately before the Commencement Date ("the **Transferring Employees**") will take effect as if originally made between the Service Provider and the employees (save for those who object pursuant to Regulation 4(7) of TUPE).

10.3 The Council shall indemnify and keep indemnified and hold the Supplier harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Service Provider may suffer or incur as a result of or in connection with:

- a) any failure by the Council to comply with its obligations under Regulation 13, 13A or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Supplier to comply with its duties under Regulation 13 or 13A of TUPE;
- b) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Transferring Employees arising from or connected with any failure by the Council to comply with any legal obligation to such trade union, body or person.

10.4 If prior to the Commencement Date the Transferring Employees were employees of the Council, the Council shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages,

bonuses, holiday pay, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to but excluding the Commencement Date (including bonuses, holiday pay or commission which are payable after the Commencement Date but attributable in whole or in part to the period before the Commencement Date).

- 10.5 The Supplier shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including, without limitation, all wages, bonuses, holiday pay, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period on or after the Commencement Date (including any bonuses, holiday pay, commission, premiums, subscriptions and any other prepayments which are payable before the Commencement Date but which are attributable in whole or in part to the period on or after the Commencement Date and will indemnify and keep indemnified and hold the Council harmless from and against all actions, suits, claims, damages, costs and expenses and other liabilities which the Council may incur as a result of the same.
- 10.6 Not later than 12 months prior to the end of the Term or after the Council has given notice to terminate this Agreement and within twenty (20) calendar days of being so requested to do so, the Supplier shall, in an anonymised format, complete the Council's TUPE Questionnaire and fully and accurately disclose to the Council all information that the Council may reasonably request in relation to the Supplier's Staff including the following:
- a) a list in electronic format of each employee employed by the Supplier in the provision of the Service including each employee's start date;
  - b) a list of agency workers, agents and independent service providers engaged by the Supplier in the provision of the Service;
  - c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of each employee included in the list to be provided under clause 10.6(a);
  - d) the total number of Supplier's Staff whose employment/engagement shall terminate at the end of the Term, save for any operation of law; and

- e) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in clause 10.6(a); and
- f) the terms and conditions of employment/engagement of the Supplier's Staff referred to in clause 10.6(d), their job titles and qualifications, and the information that must be included in the employee's written statement of employment particulars under Section 1 of the Employment Rights Act 1996; and
- g) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- h) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

10.7 At intervals to be stipulated by the Council (which shall not be more frequent than every thirty days) and immediately prior to the end of the Term the Supplier shall deliver to the Council a complete update of all such information which shall be disclosable pursuant to clause 10.6.

10.8 At the time of providing the information disclosed pursuant to clauses 10.6 and 10.7 the Supplier shall warrant the completeness and accuracy of all such information and the Council may assign the benefit of this warranty to any Replacement Service Provider.

10.9 The Council may use the information it receives from the Supplier pursuant to clauses 10.6 and 10.7 for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Council shall provide the Replacement Service Provider with such assistance as it shall reasonably request.

10.10 The Supplier shall indemnify and keep indemnified and hold the Council (both for themselves and any Replacement Service Provider) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council or any Replacement Service Provider may suffer or incur as a result of or in connection with:

- a) the provision of information pursuant to clause 10; and
- b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any sub-contractor in respect of any Returning Employee on or before the end of the Term; and
- c) any failure by the Supplier or any sub-contractor to comply with its obligations under Regulation 13, 13A or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Council or a Replacement Service Provider to comply with its duties under Regulation 13 or 13A of the Regulations; and
- d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Supplier or any sub-contractor to comply with any legal obligation to such trade union, body or person; and
- e) any claim by any person who is transferred by the Supplier to the Council and/or a Replacement Service Provider whose name is not included in the list of Returning Employees.

10.11 If the Supplier becomes aware that the information it provided pursuant to clauses 10.6 and 10.7 has become untrue, inaccurate or misleading, it shall notify the Council and provide the Council with up to date information.

10.12 This clause applies during the Term and indefinitely thereafter.

10.13 The Supplier undertakes to the Council that, during the twelve months prior to the end of the Term the Supplier shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Council (such consent not to be unreasonably withheld or delayed):

- a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement) (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Supplier's Staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);



- b) terminate or give notice to terminate the employment or engagement of any Supplier's Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- c) increase the remuneration of employees;
- d) transfer away, remove, reduce or vary the involvement of any of the Supplier's Staff from or in the provision of the Services other than where such transfer or removal:
  - a. was planned as part of the individual's career development;
  - b. takes place in the normal course of business; and
  - c. will not have any adverse impact upon the delivery of the Services by the Supplier, (PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services);
- e) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period;
- f) otherwise improve the terms and conditions of employment of any of its employees without economic justification towards the Expiry Date with a view to discouraging other potential bidders.

10.14 The Supplier shall co-operate fully with the Council during the handover arising from the completion or earlier termination of this Agreement. This co-operation, during the setting up of operations period of the Replacement Service Provider, shall extend to consultation with the Transferring Employees allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to the routine operational requirements.

10.15 The Supplier shall, if required by the Council, provide an undertaking and warranty to any person to whom the Supplier's Transferring Employees may transfer pursuant to the TUPE Regulations to the effect the Supplier has discharged all its obligations as employer in relation to the Transferring Employees.

10.16 Within twenty (20) Working Days of being so requested by the Council, the Supplier shall transfer to the Council, or any person designated by the Council, free of charge, all computerised filing, recordings, documentation, planning and drawings held on

software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used by the Council.

## 11. HEALTH AND SAFETY

- 11.1 The Supplier and its entire Staff (or persons, officer, agent, representative, or sub-contractor) employed by it will throughout the Term shall fully comply with the requirements of Safety Legislation;
- 11.2 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement.
- 11.3 Whilst at the Establishment, the Supplier shall comply with any health and safety measures implemented by the Council and or the Establishment in respect of Staff and other persons working there.
- 11.4 The Supplier shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement at the Establishment where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 11.5 The Supplier shall comply with the requirements of Safety Legislation and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working at the Establishment in the performance of its obligations under the Agreement.
- 11.6 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

## 12. DATA PROTECTION LEGISLATION

- 12.1 This clause 12 applies where the Supplier is processing Personal Data as part of the Services. The Parties acknowledge that for the purposes of Data Protection Legislation the Council is the Controller and Supplier is the Processor. The only processing that the Supplier is authorised to do by the Council is set out in the table on data protection in Annex 5 and may not be determined by the Supplier.
- 12.2 The Supplier shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- 12.3 The Supplier shall provide all reasonable assistance to the Council in any preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

- a) a systematic description of the envisaged processing operations and the purpose of the processing;
- b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data

12.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process the Personal Data only in accordance with this clause and Annex 5, unless the Supplier is required to do otherwise by law. If it is so required the Supplier shall promptly notify the Council before processing the Personal Data unless prohibited by law.
- b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event which the Council may reasonably reject (but failure to reject shall not amount to the approval by the Council of the adequacy of the Protective Measures), having taken account of the:
  - i. nature of the data to be protected.
  - ii. harm that might result from a Data Loss Event
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- c) ensure that:
  - i. the Supplier's Personnel do not process Personal Data except in accordance with this Agreement.
  - ii. it takes all reasonable steps to ensure the reliability and integrity of Personnel who gave access to the Personal Data and ensure that they:
    - A. are aware of and comply with the Supplier's duties under this clause;
    - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-Processor;
    - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal

Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this agreement; and

- D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
  - i. the Council or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or Law Enforcement Directive (Directive (EU) 2016/680) as determined by the Council;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Supplier in meeting its obligations); and
  - iv. the Supplier complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Supplier is required by law to retain the Personal Data.

12.5 Subject to clause 12.6, the Supplier shall notify the Council immediately if it;

- a) receives a Data Subject Request (or purported Data Subject Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data processed under this Agreement.
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such a request is required or purported to be required by law; or
- f) becomes aware of a Data Loss Event.

- 12.6 The Supplier's obligation to notify under clause 12.5 shall include the provision of further information to the Council in phases, as details become available.
- 12.7 Taking into account the nature of the processing, the Supplier shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 12.5 (and within the timescales reasonably required by the Council) including by promptly providing:
- a) the Council with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c) assistance as requested by the Council following any Data Loss Event; and
  - d) assistance as requested by the Council with respect to any request from the Information Commissioners Office, or any consultation by the Council with the Information Commissioners Office.
- 12.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a) the Council determines the processing is not occasional;
  - b) the Council determines the processing includes special categories of data referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences related to Article 10 of the GDPR; and
  - c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.9 The Supplier shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.
- 12.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 12.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
- a) notify the Council in writing of the intended Sub-processor and processing;
  - b) obtain the written consent of the Council;
  - c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 12 such that they apply to the Sub-Processor; and

- d) provide the Council with such information regarding the Sub-Processor as the Council may reasonably require.

12.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-Processor.

12.13 The Council, may at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses to similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

12.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

12.15 Where the Parties include two or more Joint Controllers as identified in the Specification or otherwise required by the Council the Parties shall enter into a Joint Controller agreement to reflect their responsibilities in relation to Personal Data.

12.16 This clause 12 shall survive the termination or early expiry of this Agreement.

### 13. FREEDOM OF INFORMATION

13.1 The Supplier recognises the Council's current and future obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations and any codes of practice issued by the Government and the appropriate enforcement agencies ("the FOIA"). The Supplier will comply with this legislation in so far as it places obligations upon the Council in the performance of its obligations under any contractual arrangement entered into. The Supplier will provide such assistance and support which may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with the legislation.

13.2 In the event that the Council receives a request for access to information under the FOIA or any notice, recommendation or complaint made to the Council in relation to the FOIA, the Supplier shall provide to the Council in relation to an access request, any details in respect of the information as the Council may request and a copy of the relevant information where the Council requests such copy; and in relation to any notice, recommendation or complaint, any background details, supporting documentation and copy information which the Council may request in order to deal with such notice, recommendation or complaint within five (5) Working Days of the date of the request from the Council.

13.3 The Supplier acknowledges that the Council is obliged under the FOIA to disclose information, including information relating to its appointment under this Agreement

and the Agreement, to third parties, subject to certain exemptions. The Supplier further accepts and acknowledges that the decision to disclose information and the application of any such exemptions under the FOIA will be at the Council's sole discretion PROVIDED THAT the Council shall act reasonably in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may apply to protect the Supplier's legitimate commercial and trade secrets.

14. CONFIDENTIALITY

- 14.1 Subject to clause 12 (Data Protection) and clause 13 (Freedom of Information) the Supplier shall not, without the prior written consent of the Council, during or after the termination or expiry of this Agreement disclose, directly or indirectly, to any person any information relating to the Agreement or the Council any information of whatever nature which is not in the public domain. The Supplier's obligations under this condition shall survive the expiry or termination of this Agreement for whatever reason.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Unless otherwise agreed in writing between the parties, all copyright, design rights and other intellectual property rights in any work which is developed in the course of the provision of the Services shall be vested in the Council and the Supplier shall do all things and render all such assistance as may be reasonably required by the Council in order to vest such rights in the Council.
- 15.2 Any database, program, plans, drawings, documents, handbooks, codes of practice or other information in whatever form (the "IPR Documents") provided by the Council pursuant to the Agreement shall at all times remain its property and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means the IPR Documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted or transmitted as aforesaid or published other than for the purposes of carrying out its obligations under the Agreement.
- 15.3 The Supplier hereby grants to the Council an irrevocable, non-exclusive, royalty-free licence to use for any purpose in connection with the Services all the Supplier's intellectual property which the Supplier has used or supplied in connection with the Services, provided that the Supplier shall have no liability for any use of such intellectual property other than for the purposes for which it is intended. The Council may grant sub-licences out of the said licence.

15.4 The Supplier shall indemnify the Council against all loss, damage, costs and expenses for which the Council is or becomes liable as a result of any infringement or alleged infringement by the Supplier of any third party's intellectual property rights.

## 16. INDEMNITY

16.1 The Supplier will indemnify the Council in full in respect of all damage or injury to any person or to any property and against all actions, suits, claims, demands, costs, charges or expenses awarded against or incurred by the Council, whether criminal or civil, (including the costs of transport, labour, administration and legal costs on an indemnity basis to the Council) arising from:

- a) any act, neglect or default on the part of the Supplier, its employees or agents;
- b) breaches in respect of any matter arising from the provision of the Services resulting in any successful claim by any third party.

16.2 Without prejudice to any other provision of this Agreement, the Supplier will fully indemnify the Council against any claims made against it as a result of any failure by the Supplier to comply with any statutory provision to be observed or performed in connection with the provision of the Services.

16.3 The Supplier's liability to indemnify the Council arising under this clause 16 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

## 17. INSURANCE

17.1 The Supplier shall throughout the Term maintain with a reputable insurance company within the UK such policies of insurance (provided that such insurance is available in the market at commercially reasonable rates) as are necessary to cover any liability of the Supplier in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Supplier's carrying out or failing to carry out its obligations under this Agreement or for which it may become liable to the Council under clause 16, all statutory required insurance(s) including:

- a) employers liability insurance shall be in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;
- b) public liability insurance cover shall be in the minimum sum of £5,000,000.00 in respect of any one incident and the number of incidents covered shall be



unlimited and should be adequate to cover all risks in the performance of the Services;

- c) directors and officers liability, trustee's liability, professional indemnity or similar as appropriate to the Suppliers circumstances shall be in the minimum sum of £2,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited which should also be in place for a 6 year period following the termination of the Agreement;

17.2 Upon request, the Supplier shall provide the Council with details of the policies of insurance (by way of insurer's certificate) effected in accordance with clause 17.1, so as to demonstrate that clause 17.1 is being complied with.

17.3 The Supplier shall immediately inform the Council of any failure or inability to maintain insurance in accordance with clause 17.1 and of any circumstances likely to render such insurance void or voidable in order that the Supplier and the Council can discuss the means of best protecting their respective positions in the absence of such insurance.

17.4 Any increased or additional premiums required by insurers by reason of the Supplier's own claims records or other acts or omissions particular to the Supplier will be deemed to be within commercially reasonable rates.

## 18. TERMINATION OF AGREEMENT

18.1 The Agreement shall terminate automatically on the expiry of the Term.

18.2 In the event:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent

amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- d) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- e) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- g) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- h) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.2(a) to clause 18.2.(h) (inclusive);
- j) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate this Agreement forthwith by notice and the Supplier shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

18.3 Without prejudice to the Council's other rights and remedies, the Council may forthwith terminate the Agreement by notice if the Supplier and or its Staff:

- a) commits or attempts a Prohibited Act;
- b) commits or attempts a Proscribed Act;
- c) fails to adhere to the Local Safeguarding Policy and Procedures, or its obligations under clause 9 of this Agreement;
- d) fails to comply with Good Industry Practice and or the Laws;
- e) commits any breach of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the Council (a **Remediation Notice**); or
- f) fails to perform its obligation under this Agreement with due diligence.

- 18.4 Without prejudice to the Council's other rights and remedies, the Council may forthwith terminate the Agreement by notice on the Supplier if:
- a) a Consistent Failure has occurred;
  - b) if this Agreement has been substantially varied other than as permitted under regulation 72 of PCR 2015;
  - c) if the Supplier should have been excluded from the procurement process under regulation 57 of PCR 2015;
  - d) if the contract should not have been awarded because the contractor is in serious breach of its obligations under the TFEU, the Treaty on European Union or Directive 2014/24, as declared by the CJEU in a procedure under Article 258 of the TFEU.
- 18.5 Notwithstanding the generality of clause 18 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of this Agreement at any time by giving written notice to the Supplier, in which case the Council shall pay the Supplier fair and reasonable compensation for any work in progress on any Services at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
19. TRANSPARENCY
- 19.1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Agreement and the tender documents and any information including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre qualification questionnaire and the invitation to tender (the "Procurement Documents") issued by the Council which led to its creation will be published by the Council on a designated web site.
- 19.2 The entire Agreement and all the Procurement Documents issued by the Council will be published on the designated web site save where to do so would disclose information the disclosure of which would:
- a) contravene a binding confidentiality undertaking;
  - b) be contrary to regulation 21 of the Public Contracts Regulations 2015 (as amended); or
  - c) in the reasonable opinion of the Council be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulations 2004.
- 19.3 If any of the situations in clauses 19.2 apply the Supplier consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to

remove or obscure the relevant material and being published on the designated website subject to those redactions.

20. DISPUTES

20.1 If the Council believes that the Services are deficient, the Supplier shall be formally notified in writing by the Council, inviting the Supplier at the earliest possible opportunity to discuss the matter and giving clear indications as to how the Services have not been satisfactory.

20.2 After such discussions, the Supplier shall remedy any agreed faults within an agreed, reasonable timescale. Once the Council has formally notified the Supplier of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Supplier has submitted (or may submit) for the Services, or part-pay any such invoices as it sees fit.

20.3 If the Supplier is unable or unwilling to remedy the above faults, the Council may terminate this Agreement forthwith; if the Supplier feels that the Services are not at fault or that the Council is unfair in its judgment of the quality of the Services, and the parties are unable to agree the matter amicably between them, the matter may be resolved by reference to an independent mediator who is acceptable to both parties, and whose decision both parties agree shall be final. Both parties shall share the cost of mediation.

21. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

21.1 In performing its obligations under this Agreement, the Supplier shall:

- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015];
- b) have and maintain throughout the Term of this Agreement its own policies and procedures to ensure its compliance;
- c) [not engage in any activity, practice or conduct that would constitute an offence under section 1,2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;]
- d) include in contracts with its direct sub-contractors and suppliers provisions which are at least as onerous as those set out in this clause 21;
- e) not use, nor allow its sub-contractors to use forced, bonded or involuntary prison labour;
- f) shall not require any Supplier Staff or sub-contractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- g) not to use or allow child or slave labour to be used by its sub-contractors;

- h) [notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;]
  - i) maintain a complete set of records to trace the supply chain of all [Goods] [and] [Services] provided to the Council in connection with this Agreement; and permit the Council and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's Staff to audit the Supplier's compliance with its obligations under this clause 21.
- 21.2 The Supplier represents and warrants that [at the date of this Agreement]:
- a) neither the Supplier nor any of its officers, employees [or other persons associated with it];
    - i. has been convicted of any offence involving slavery or human trafficking; and
    - ii. [having made reasonable enquiries, so far as it is aware **OR** to the best of its knowledge,] has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 21.3 The Supplier shall implement due diligence procedures for its [direct] sub-contractors[, and][suppliers][and other participants in its supply chains], to ensure that there is no slavery or human trafficking in its supply chains.
- 21.4 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 with its annual certification of compliance with clause 21.
- 21.5 The Supplier shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by[, or awarded against,] the Council as a result of any breach of any Supplier anti-slavery policy.
- 21.6 The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with Supplier anti-slavery policy.
- 21.7 The Supplier shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractor to the Council and the Modern Slavery Helpline.
- 21.8 The Supplier shall have its own whistleblowing policy which encourages its Staff to report any incidents, or suspicions, of slavery or human trafficking. In the event that the Supplier does not have a whistleblowing policy in place, the Supplier shall comply with the Council's Whistleblowing Policy. The Supplier shall support and protect Staff who whistleblow in accordance with this Agreement.

- 21.9 The Supplier shall within ten (10) Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 21 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Supplier shall provide such supporting evidence of compliance as the Council may reasonably request.
- 21.10 The Council may terminate the Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 21.
22. NO WAIVER
- 22.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.
23. FORCE MAJEURE
- 23.1 Neither party shall be liable for delay in performing or failing to perform its obligations under this Agreement if the delay or failure results from events of circumstances beyond its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is prevented provided that if such delay or failure persists for more than one month nothing in this clause shall be taken to limit or prevent the exercise of the right to terminate under clause 18.
24. ACCRUED RIGHTS AND REMEDIES
- 24.1 The termination of this Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.
25. RIGHTS AND DUTIES RESERVED
- 25.1 All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved.
26. SURVIVAL OF TERMS
- 26.1 The terms of this Agreement will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Supplier.
27. AUTHORITY TO ENTER INTO THE AGREEMENT
- 27.1 Each of the parties warrants its power to enter into this Agreement and that it has obtained the necessary approvals to do so.
28. ENTIRE AGREEMENT
- 28.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the

others employees, representatives or agents and this Agreement supersedes any prior agreement between the parties.

29. GOVERNING LAW

- 29.1 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Annex 2

Charges



## Annex 3

### Services

Annex 4

TUPE Questionnaire

## Annex 5

### Data Processing

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Supplier is the Processor in accordance with Clause 12.1.
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i>  <i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. ]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i>  <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by</i>

	<p><i>automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>