

**DATED**

**202**

**OXFORDSHIRE COUNTY COUNCIL**

**- and -**

---

**CONTRACT  
FOR THE PROVISION OF  
FOR THE PROVISION OF DAILY ATTENDANCE COLLECTION SERVICE  
FOR OXFORDSHIRE'S LOOKED AFTER CHILDREN (LAC) AND AN  
ELECTRONIC PERSONAL EDUCATION PLAN FOR LAC**

A Bradley  
Director of Law & Governance and Monitoring Officer  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND  
LS Solicitor Ref: 52723  
LS21.2 Middle Ranking Services Contract

## CONTRACT FORM

**THIS CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 202

### **BETWEEN:**

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “**Council**”); and
- (2) [**Full Name of Organisation** (and in the case of a Company, company number) \_\_\_\_\_] whose registered office is at [full address and postcode/of] (the “**Service Provider**”).

### **WHEREAS:**

**IT IS AGREED** that this Contract comprises this Contract Form and the following documents attached to it:

The Particulars

The Conditions of Contract

The Schedules [*indicate if not used/additional schedules*]:

- Schedule 1 Specification
- Schedule 2 Finance
- Schedule 3 Monitoring/Review
- Schedule 4 Safeguarding Policies and Procedures
- Schedule 5 Information Governance

[Annexes

- Annex A Method Statement]
- Annex B Social Value Annex

In the event and to the extent of any conflict or inconsistency between the Particulars, the Conditions of Contract, the Schedules and any Annexes, the following order of priority between them shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

- the Particulars incorporating any special terms shall prevail over the Conditions of Contract, the Schedules and the Annexes;
- the Conditions of Contract shall prevail over the Schedules and the Annexes; and
- the Schedules shall prevail over the Annexes[, save where and to the extent that any provisions of Annex A exceed the requirements set out at Schedule 1].

**AS WITNESS** the hands of the parties have been set the day and year first before written.

For and on behalf of the Council:

For and on behalf of the Council:

**SIGNED by [name]**

**SIGNED by [name]**

**Signature**

**Signature**

**Position**

**Position**

For and on behalf of the Service Provider:

**EXECUTION CLAUSE FOR A LIMITED COMPANY**

**SIGNED by [name]**

**Signature**

**Position**

(and duly authorised signatory)

**EXECUTION CLAUSE FOR A SOLE TRADER/INDIVIDUAL**

**Signed by [name of person] .....**  
..... (signature)

**EXECUTION CLAUSE FOR A PARTNERSHIP**

*(Provided evidence of authorisation to bind all partners of partnership)*  
**Signed by [name of person] for and on behalf of [name of partnership]**

*Signature .....*

**EXECUTION CLAUSE FOR AN INCORPORATED CHARITY WHICH IS NOT A LIMITED COMPANY**

**Signed by [name of trustees - majority or duly authorised] for and on behalf of [name of charity]**

*Signature .....*

*Signature .....*

**EXECUTION CLAUSE FOR AN UNINCORPORATED CHARITY**

**Signed by [name of trustees – all or duly authorised] [on behalf of all the] or [as] charity trustees**

*Signature .....*

*Signature .....*

## PARTICULARS

1. Commencement Date is
2. Contract Period is 2 years from and including the Commencement Date,
3. The Council's option to extend in Condition 7 applies and the Contract Period may be extended for up to 2 years in aggregate [and the notice period is 3 months.
4. The Council's right to terminate or reduce the Services due to a reduction in funding at Condition 27.6 does not apply.
5. The Council's right to break the Contract in Condition 28 applies and the notice period is 3 months.
6. Contract Price is  
The price set out in the Finance Schedule
7. Council's Contact is Clare Pike (Head of Virtual School)
8. Service Provider's Representative is  
[*name of representative*]
9. Insurance Requirements include the following:

Type of Insurance	Required (Yes/No)	Level (£) (minimum on an each and every claim basis)
Trustee Liability (Condition 22.1.3) <i>(unincorporated charities only)</i>		
Fidelity Guarantee (Condition 22.1.4) <i>(required where a charity is being paid in advance)</i>	No	
Professional Indemnity (Condition 22.1.5)	Yes	£5m

10. The Council's email address for notices is [*insert email address*].
11. The Service Provider's email address for notices is [*insert email address*].
12. The Council's postal address for notices shall be [as set out at Condition 26.1/as follows rather than that set out at Condition 26.1]: [*insert name and address for notices*]

13. The period in Condition 30.7 (Force Majeure) shall be *[insert period]* instead of one month.
14. The names and/or job titles of persons to whom disputes should be referred under Condition 32.1 are:

For the Council: Director of Education

For the Service Provider: *[insert appropriate Service Provider contact]*

15. Special Conditions – *[None/The following special conditions apply.]*

**A Additional Conditions**

**SC1. IT Hosted Services**

- a. As part of the Services, the Service Provider shall provide a web-based hosted IT system (the “IT System”) which shall be available to Authorised Users and which complies with the Specification and Standard Technical Specification contained in Schedule 1 of this Contract.
- b. The Service Provider shall submit to the Council a Draft Implementation Plan, no later than 14 days from the Commencement Date, for approval by the Council. The Draft Implementation Plan shall include all dependencies known by the Service Provider and contain sufficient detail to enable the migration of existing “Client data” as described in Schedule 1, transition and implementation of the IT system to be achieved and delivered from the “Go Live Date”.
- c. The Council shall have the right to require the Service Provider to include any reasonable changes or provisions in the Implementation Plan. Once the draft Implementation Plan is approved by the Council it shall become the Implementation Plan in relation to delivery and provision of the Services.
- d. The Service Provider shall perform the implementation activities and any related professional services in accordance with the Implementation Plan and shall comply with any timetable assigned to Milestones and deliverables in the Implementation Plan. The Service Provider shall monitor its performance against the Milestones or deliverables and any other requirements of the Council set out in this Contract.
- e. If a Milestone has not been achieved by the date set out in the timetable in the Implementation Plan, and the “Go Live Date” is delayed as a result the Council shall be entitled to withhold payment of £263.34 per day or £18.81 per hour for each day of delay from the “Go Live Date” and including the date by which the IT System actually goes live.
- f. The Council shall provide the Service Provider with confirmation in writing of its satisfaction that the Milestone

has been met. The Council's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Council to claim damages for breach of contract.

- g. Following successful completion of the Acceptance Tests set, the Service Provider shall provide the IT System from the Go-Live Date for the duration of the Contract Period in accordance with the Specification, the Service Levels and the terms of this Contract.
- h. The Service Provider will co-ordinate its activity with the Council to ensure it minimises any disruption to the Services or the IT System.

**SC2. Authorised Users:**

- a. The Council's access to the IT System shall be limited to the Authorised Users as defined below;
- b. the Council shall ensure that each Authorised User keeps a secure password for their use of the IT System and that each Authorised User keeps their password confidential;
- c. the Council may, from time to time during the Contract Period, give notice in writing to request Authorised User access and the Service Provider shall grant access to the IT System and the Documentation to such additional Authorised Users in accordance with the provisions of this Contract.
- d. In relation to the provision of the Services, the Service Provider shall:
  - i. grant to the Council on and subject to the terms and conditions of this Contract a non-exclusive, non-transferable licence to allow Authorised Users to access the IT System for the Council's business purposes;
  - ii. The Service Provider shall provide training on the functionality and essential elements of the IT System to enable them to access the IT System.
  - iii. to the extent that the IT System (or any part thereof) includes any third party software or any third party software is required by the Council and/or the Authorised Users to use the IT System at its own cost, procure for the Council and the Authorised Users all necessary licences required by them on terms acceptable to the Council. If the Service Provider cannot obtain for the Council a licence on terms acceptable to the Council, the Service Provider will consult with the Council on whether the Service Provider should seek to use an alternative provider of third-party software.

For the purposes of SC1 and 2:

**“Acceptance Tests” means** the acceptance tests to be prepared by the Service Provider to test that the Services operate in accordance with the Statement of Requirements.

**“Authorised Users”** those employees and independent contractors of the Council and/or other person nominated by the Council who are authorised to have access and to use to the IT System as further described in Schedule 1

**“Delay Payments”** means the amounts set out or to be calculated using a formula set out in this Contract in order to compensate for delays in the implementation activities under the Implementation Plan;

**“Documentation”** means any documentation relating to the use of the IT System provided by the Service Provider to the Council under the Contract;

**“Go- Live Date”** means 13<sup>th</sup> August 2025 or such other date as may be determined by the Council;

**“Implementation Plan”** means the Implementation Plan prepared by the Service Provider until it is superseded by the Implementation Plan

**“Milestone”** means an event or task described in the Implementation Plan which, if applicable, shall be completed by the date set out in the Implementation Plan;

**“Service Levels”** means the service levels set out in Schedule 1

### **SC3. Not used**

### **SC4. Criminal Records Checks**

- a. The Service Provider shall:
  - i. ensure that Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and, where the Services involve a Regulated Activity, all Staff carrying out a Regulated Activity are subject to a valid criminal record check undertaken through the DBS (either by the Service Provider undertaking such check or by the Service Provider carrying out a status check of the Staff member's certificate with the DBS) at an enhanced level where permissible and including a check against the adults' barred list and/or the children's barred list where permissible;
  - ii. where:
    1. Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975; and/or
    2. Staff carrying out a Regulated Activity, where the Services involve a Regulated Activity,

have lived and/or worked abroad for a continuous period of three months or more in the preceding five years, obtain a criminal records check, or 'Certificate of Good Character', from their country of origin and those countries in which they have lived and /or worked. Where such checks or certificates and other documentation are provided in a foreign language they must be translated and that translation supported by a "Certificate of Authenticity of Translation";

- iii. monitor its procedures to ensure that the appropriate checks are carried out for all Staff; and
  - iv. ensure that all Disclosures pursuant to Condition SC4 are renewed as required by any relevant Enactments and, in respect of any Staff working in domiciliary care and/or working with children, not less than every three (3) years and that the Service Provider checks Disclosures upon renewal.
- b. Pending the receipt of the relevant Disclosure no member of Staff requiring a Disclosure under Conditions SC4(a)I & ii shall be used in the provision of the Services unless in the case of Staff carrying out a Regulated Activity such member of Staff is accompanied at all times by a DBS Checked Member of Staff, the Council's consent has been obtained and any relevant provisions in Schedule 4 have been complied with.
  - c. The Service Provider shall obtain the written consent of the Staff referred to in Conditions SC4 to pass the Disclosures to the Council where those Disclosures reveal a conviction or other relevant information which indicates such Staff may pose a risk to the Council, Council staff or users of Council services.
  - d. Where a Disclosure reveals a conviction or other relevant information (as defined above) the Service Provider shall carry out a risk assessment in accordance with the Council's instructions and shall share the details of such risk assessment with the Council's Contact.
  - e. The Service Provider shall ensure that where a conviction or other relevant information (as defined) is revealed by a Disclosure or otherwise no such Staff referred to in Conditions SC4 shall be used in the provision of the Services without the prior written permission of the Council's Contact.

For the purposes of this Condition SC4:

"DBS" means the Disclosure and Barring Service or any successor body;

"DBS Checked Member of Staff" means a member of Staff for whom a Disclosure has been obtained and if holding any



convictions has been approved in writing by the Council in accordance with Condition SC4;

“Disclosure(s)” means the check(s) referred to in Conditions SC4a(i) and SC4a(ii);

“Regulated Activity” has the meaning given to it in the SVGA; and

“SVGA” means the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012.

#### **SC5. Regulated Activities**

- a. Where the Services involve a Regulated Activity:
  - i. The parties acknowledge that the Service Provider is, for the purposes of the SVGA, a Regulated Activity Provider, with ultimate responsibility for the management and control of the Regulated Activity provided pursuant to the Contract.
  - ii. The Service Provider warrants that at all times for the purposes of the Contract it has no reason to believe that any Staff are barred from the provision of the Services under the SVGA.
  - iii. The Service Provider shall refer information about any Staff member to the DO (and to the DBS if required by the DBS) where it has concerns about such Staff member or it removes permission for such Staff member to carry out the Services (or would have, if such Staff member had not otherwise ceased to carry out the Services) because, in its opinion, such Staff member has harmed or poses a risk of harm to the users of the Services. Such reference shall be made within 24 hours of the earlier of such concerns arising or the removal of such permission.
  - iv. The Service Provider shall not employ or use the services of any Staff who are barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, any Regulated Activity or who may otherwise present a risk to users of the Services.

For the purposes of this Condition SC5:

“DO” means the designated officer as set out in the statutory guidance document entitled ‘Working Together to Safeguard Children’;

“Regulated Activity Provider” has the meaning given to it in the SVGA; and

the definitions given in Condition SC4 apply.

**SC6. Healthwatch**

- a. The Service Provider shall not prevent a person authorised by a Local Healthwatch Organisation to enter the premises where the Services are provided and observe the provision of the Services.
- b. For the purposes of this Condition SC6, “Local Healthwatch Organisation” means a Local Healthwatch organisation as described in s 222 of the Local Government and Public Involvement in Health Act 2007 (as amended by the Health and Social Care Act 2012) or successor body with similar functions.

**SC7. Safeguarding Policies and Procedures**

- a. The Service Provider shall comply with the Oxfordshire Safeguarding Adults Board’s policies and procedures as amended from time to time.
- b. The Service Provider shall ensure that it has in place systems, policies and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board’s (“OSCB’s”) Procedures Manual (<http://oxfordshirescb.proceduresonline.com/>), as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliance with such systems, policies and procedures.
- c. Unless completed and returned prior to the Commencement Date as part of the Contract procurement process the Service Provider shall complete and return to the Council within one month of the Commencement Date an OSCB “Section 11- Self Assessment” using the toolkit provided by the Council’s designated quality and contracts officer. Throughout the Contract Period, upon the anniversary of the Commencement Date and at other times upon the reasonable request of the Council, the Service Provider shall update the ‘Section 11- Self Assessment’ and return it to such officer. The Service Provider shall promptly address any shortcomings identified.

**SC8. Prevent Obligations**

For the purposes of this Special Condition SC8:

“Prevent Strategy” means the strategy published by the Government in 2011 to prevent people from being drawn into terrorism as set out in the document “Prevent Duty Guidance in England and Wales”

(<https://www.gov.uk/government/publications/prevent-duty-guidance>)

- a. Where the nature of the Services is such that Staff are in contact with persons who may be at risk of being drawn into terrorism
  - i. the Service Provider shall provide all reasonable support and assistance to the Council in respect of the Council's duties under the Prevent Strategy; and
  - ii. the Service Provider shall ensure that all Staff are given appropriate training in the Prevent Strategy including the identification and referral of those at risk of being drawn into terrorism.
  - iii. Any member of Staff who becomes aware of a person who may be at risk of radicalisation must promptly raise a safeguarding concern in accordance with the Council's safeguarding policies and procedures.

### **SC9. Protection of Personal Data**

For the purposes of Special Condition SC9 and the Information Governance Schedule:

"Data Controller", "Data Processor", "Data Subject", "Personal Data", Data Protection Officer shall have the same meaning set out in the Data Protection Legislation;

**"Data Loss Event"** means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract; and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including Personal Data breach.

**"Data Protection Impact Assessment"** means an assessment by the Council of the impact of the envisaged processing on the protection of Personal Data.

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**"Data Subject Request"** means 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.

**"Privacy Notice"** means a notice to Data Subjects complying with and providing all the information required to Data Subjects under Data Protection Legislation.

**“Process” and “Processing”** shall have the same meanings as set out in the Data Protection Legislation but for the purposes of this Contract shall include both manual and automatic processing.

- a. With respect to the parties' rights and obligations under this Contract, the parties agree that the Council is the Data Controller and the Service Provider is the Data Processor. For the avoidance of doubt, and notwithstanding any other provisions of this Contract, the Service Provider shall transfer all Personal Data to the Council on expiry or termination of the Contract, unless the Council otherwise specifies.
- b. The Service Provider shall in connection with the provision of the Services and the performance of its obligations under the Contract:
  - i. comply with the requirements of the Data Protection Legislation; and
  - ii. Comply with the provisions of the Information Governance Schedule.
- c. Without prejudice to any other provisions of this Contract, the provisions of Conditions 12 and 20 shall apply to Personal Data to the same extent as applicable to Council Data.
- d. The Council may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with Data Protection Legislation.

# CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### PART ONE – FORMALITIES

#### 1. Definitions and Construction

- 1.1. In this Contract, except where the context otherwise requires, the following expressions shall have the following meanings:

**“Associated Company”** means any holding company from time to time of the Service Provider and any subsidiary from time to time of the Service Provider, or any subsidiary of any such holding company (“holding company” and “subsidiary company” having the same meanings as in section 1159 of the Companies Act 2006);

**“Conditions”** means these conditions;

**“Contract”** means this contract incorporating the Contract Form, the Particulars, the Conditions and the Schedules and Annexes to them (if any);

**“Council Data”** means:

the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

- (i) are supplied to the Service Provider by or on behalf of the Council;  
or
- (ii) the Service Provider is required to generate, process, store or transmit pursuant to this Contract.

**“Council Premises”** means any premises owned, occupied or used by the Council;

**“Council’s Contact”** means the person specified in the Particulars and any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally or for specified purposes or periods;

**“Default”** means any breach of the obligations of the Service Provider under the Contract or any default, act, omission or negligence of the Service Provider or Staff in connection with or in relation to the subject matter of the Contract;

**“EIRs”** means the Environmental Information Regulations 2004;

**“Enactments”** means directives, statutes, regulations, orders, judgments of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent statute, regulation, order, judgment, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Contract to a specific Enactment shall be construed on this basis;

**“Finance Schedule”** means the finance schedule set out in Schedule 2;

**“FOIA”** means the Freedom of Information Act 2000;

**“Force Majeure Event”** means any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Service Provider), lightning or earthquake, war, military operations, act of terrorism or riot;

**“Good Industry Practice”** means all standards, practices, methods and procedures conforming to all Enactments and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from of a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances and conditions;

**“Intellectual Property Rights”** means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, semi-conductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off;

**“Invitation to Tender”** means the invitation for providers to bid for the provision of the Services;

[**“Method Statement”** means, where an Annex A (Method Statement) is included the Contract, the Service Provider’s agreed proposals for delivery of the Services set out at that Annex A;]

**“Monitoring/Review Schedule”** means the monitoring and review schedule set out in Schedule 3;

**“Prohibited Act”** means the following acts:

(a) offering (directly or indirectly), promising or giving 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) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity;

(c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council;

**“RIDDER”** means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;



**“Service Provider’s Representative”** means the person specified in the Particulars and any such other person as may be appointed by the Service Provider and notified in writing to the Council to act generally or for specified purposes or periods;

**“Services”** means the services to be provided as specified in the specification set out in Schedule 1[ and in the Method Statement, subject to the order of precedence set out in the Contract Form];

**“Staff”** means all persons, whether paid or unpaid, engaged by the Service Provider to perform the Contract or used in the performance of the Contract including the Service Provider’s employees, agents and Sub-Contractors;

**“Sub-Contractor”** means a third party at any stage of remoteness from the Council in a subcontracting chain appointed for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;

**“Tender”** means the Service Provider’s response to the Invitation to Tender; and

**“Working Day”** means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2. The definitions given in the Particulars apply.
- 1.3. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.4. The headings and titles in the Contract are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.5. The expression “person” used in the Contract shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.6. The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly;
- 1.7. The Contract constitutes the entire understanding between the Service Provider and the Council in relation to the subject matter of the Contract and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.
- 1.8. This Contract may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of this Contract.

## 2. Formation of Contract and Sufficiency of Information

### 2.1. Inspection of Premises and other investigations

2.1.1. The Service Provider shall be deemed to have inspected the premises (including any equipment) where the Services are to be performed before tendering and otherwise to have understood the nature and extent of the services to be provided and be satisfied in relation to all matters connected with the performance of the Contract.

2.1.2. Information relating to such premises may have been provided to assist in the preparation of tenders but these details cannot be guaranteed and it shall be deemed that the Service Provider has satisfied itself as to their correctness.

2.2. The Service Provider shall be deemed to have satisfied itself before submitting the Tender as to the accuracy and sufficiency of the rates and prices stated by the Service Provider in the Tender which shall (except in so far as is otherwise expressly provided in the Contract) cover all the Service Provider's obligations under the Contract and the Service Provider shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tender.

2.3. The Service Provider warrants and represents that all written statements and representations in any written submissions made by the Service Provider as part of the procurement process, including without limitation its response to the selection questionnaire (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Service Provider has otherwise disclosed to the Council in writing prior to the date of this Contract.

2.4. The Service Provider warrants and represents that it has full capacity and authority and all necessary consent (including where its procedures require the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Service Provider.

## 3. Applicable Law and Jurisdiction

The Contract and any claims 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 interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **PART TWO - SERVICE PROVISION AND OBLIGATIONS OF THE SERVICE PROVIDER**

### 4. Contract Period and Provision of the Services

- 4.1. This Contract shall commence on the Commencement Date and shall continue in force for the Contract Period unless terminated in accordance with the Conditions.
- 4.2. The Service Provider will provide the Services for the Contract Period and will otherwise perform its obligations under the Contract in accordance with the terms of this Contract.
5. Service Standard
  - 5.1. The Service Provider will provide the Services to meet and exceed the Service Levels set out in Schedule 1, and perform its obligations under the Contract, with all due skill, care and diligence in accordance with Good Industry Practice and any further standards specified in the Schedules.
  - 5.2. Without prejudice to Condition 5.1, the Service Provider will provide an adequate number of Staff who are appropriately experienced, qualified and trained to perform the Services and ensure that Staff comply with the Service Provider's obligations under the Contract.
  - 5.3. The Service Provider is responsible for the accuracy of all information supplied to the Council in connection with the provision of the Services and will pay the Council any and all costs occasioned by any discrepancies, errors or omissions in such information.
  - 5.4. Without prejudice to its other obligations under the Contract, the Service Provider must promptly notify the Council if it becomes aware of any circumstances which may affect its ability to perform the Contract in accordance with its terms.
  - 5.5. The Service Provider shall have an on-going obligation throughout the Contract Period to identify new or potential improvements to the Services and shall report to the Council annually on any such improvements.
6. Contract Price
  - 6.1. In consideration of the performance of the Service Provider's obligations under the Contract, the Council shall pay the Contract Price as set out in the Finance Schedule.
  - 6.2. The Contract Price shall be the full and exclusive remuneration of the Service Provider in respect of the supply of the Services. Unless otherwise specified in the Finance Schedule, the Contract Price shall be deemed to include every cost and expense of the Service Provider directly or indirectly incurred in connection with the performance of the Services.
  - 6.3. Unless otherwise set out in the Particulars or the Finance Schedule the Contract Price is exclusive of value added tax ("VAT") where VAT is applicable. The Council shall pay to the Service Provider any VAT chargeable on the Contract Price subject to the provision to the Council of a proper VAT invoice.

- 6.4. Where the Service Provider submits an invoice to the Council in accordance with this Condition 6 and the Finance Schedule, the Council will consider and verify that invoice in a timely fashion.
- 6.5. Unless a shorter period is agreed in the Finance Schedule, the Council shall pay the Service Provider any sums due under such an invoice (or part thereof) no later than a period of 28 days from the date on which the Council has determined that the invoice (or part thereof) is valid and undisputed.
- 6.6. Where the Council fails to comply with Condition 6.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 6.5 after a reasonable time has passed.
- 6.7. Unless otherwise agreed in the Finance Schedule, invoices shall be submitted monthly in arrears for Services provided.
- 6.8. Where an invoice is disputed, the parties shall seek to resolve the dispute promptly and, if necessary, the matter shall be dealt with in accordance with Condition 32. The Council shall be under no obligation to pay the disputed charge until the dispute has been resolved. For the avoidance of doubt, where an invoice is disputed in part, the Council shall pay such part of the invoice which is not in dispute in accordance with Condition 6.5.
- 6.9. Each invoice shall:
  - a) be submitted to the address of the Council specified in the Finance Schedule (or if none is specified to the address set out in the Contract Form);
  - b) contain a detailed breakdown of Services supplied;
  - c) be supported by any information required by the Council to substantiate such invoice; and
  - d) comply with any other provisions in the Finance Schedule in respect of invoices.
- 6.10. Without prejudice to any other right or remedy of the Council, the Council may, acting reasonably, reduce payment in respect of any Services which the Service Provider has failed to provide or has provided inadequately.
- 6.11. Without prejudice to any other right or remedy of the Council, where any sum of money is recoverable from or payable by the Service Provider or any Associated Company under the Contract or any other contract between the Service Provider or an Associated Company and the Council (including in all instances any sum which the Service Provider or an Associated Company is liable to pay in respect of any breach of contract), the Council may deduct that sum from monies payable by the Council to the Service Provider under the Contract.

6.12. In the event of termination or expiry of this Contract, the Service Provider shall repay to the Council any part of the Contract Price which it has been paid in respect of Services not provided by the Service Provider at the date of termination or expiry.

## 7. Extension of the Contract

7.1. Unless otherwise specified in the Particulars, the Council may extend the Contract Period on the same terms (including, for the avoidance of doubt, at the same Contract Price) upon written notice to the Service Provider provided always that unless otherwise agreed with the Service Provider or specified in the Particulars, no less than six (6) months' prior notice will be given on each occasion. The maximum period for which the Contract may be extended is specified in the Particulars.

## 8. Staff

8.1. When requested by the Council on reasonable grounds the Service Provider shall, following reasonable notice, make available to the Council records of all Staff involved in the provision of the Services.

8.2. The Service Provider's employment systems shall accord with the Council's policy on checking criminal records and the Service Provider shall on request supply to the Council such information as it may reasonably require to ensure that its employment systems do so accord.

8.3. The Service Provider shall provide details of its policies and procedures for recruitment, training, development, supervision and other Staff-related policies when requested to do so.

8.4. The Service Provider will ensure that it has in place an effective whistleblowing procedure whereby Staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.

8.5. Staff involved in the delivery of the Services shall be supplied with a form of identification by the Service Provider. The Service Provider shall ensure that such identification is returned to the Service Provider on the last day of employment of such member of Staff and retained as part of the Service Provider's Staff records.

8.6. When requested by the Council on reasonable grounds, the Service Provider will cease to use any member of Staff specified by the Council for the provision of the Services.

8.7. The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent the Service Provider and its Staff from committing a Prohibited Act and shall enforce it where appropriate.

9. Records, Monitoring and Review

- 9.1. Subject to Condition 9.2 below the Service Provider shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall retain such records and Council Data for a minimum of six (6) years from the date of termination or expiry of the Contract or such longer period as may be required under any Enactment or such other period as specified by the Council.
- 9.2. If and when required by the Council any Council Data held under or in connection with the Contract must be securely destroyed and/or permanently deleted unless otherwise required by law.
- 9.3. The Service Provider shall retain Staff records for six (6) years following the last day Staff are engaged in providing the Services or such longer period as may be required under any Enactment.
- 9.4. The Service Provider shall provide the Council with access to all Council Data and records relating to the Services upon request.
- 9.5. The Service Provider shall provide and supply to the Council at no cost to the Council such other information or access to such information (including the Service Provider's policies and procedures) as the Council may reasonably request as to the provision of the Services and the performance of the Service Provider's obligations under the Contract and render the Council all reasonable assistance in connection with their monitoring and review.
- 9.6. The Service Provider shall permit the Council, or its nominated auditor, to access the Service Provider's premises and records on reasonable notice in order to audit the Service Provider's performance of the Contract.
- 9.7. The Council may be required to monitor and report to the Department for Energy Security and Net Zero ("DESNZ") on its service providers' CO<sub>2</sub> emissions. The Service Provider undertakes to provide the Council with such information relating to its CO<sub>2</sub> emissions as the Council may require from time to time in order to fulfil its obligations to DESNZ.
- 9.8. The Service Provider's Representative shall liaise with the Council's Contact on all day-to-day matters relating to the Contract.
- 9.9. Reviews shall be carried out in accordance with the provisions of the Monitoring/Review Schedule.

10. Change Control

- 10.1. Without prejudice to Conditions 27.6 and 28, insofar as is lawful, the Council may give reasonable written notice from time to time requesting changes to the Services (whether by way of discontinuance of any Services, the addition of new Services or increasing or decreasing the quantity of the Services, or changes to the locations

where or the manner in which the Services are to be provided) for any reason whatsoever.

- 10.2. In the event of such a change being requested, the Contract Price may also be varied. Such variation to the Contract Price shall be calculated by the Council and agreed with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the change to the Services in all the circumstances.
- 10.3. The Service Provider shall provide such information as may be reasonably required to establish the feasibility of the change to the Services and to enable a variation to the Contract Price to be calculated.
- 10.4. No change to the Services or the Contract Price shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Council and the Service Provider.

## 11. Statutory Obligations

- 11.1. The Service Provider shall, in the provision of the Services and the performance of its obligations under the Contract, comply with all Enactments.
- 11.2. The Service Provider shall act in respect of any person who receives Services under the Contract as if it were a public authority for the purposes of the Human Rights Act 1998. This Condition 11.2 shall be enforceable by persons who receive Services under the Contract.

## 12. Council Data and Security Requirements

- 12.1. The Service Provider acknowledges that the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights which may subsist in the Council Data.
- 12.2. The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 12.3. The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council.
- 12.4. To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council or any provider acting on the Council's behalf to deliver services similar to the Services as requested by the Council. The Service Provider shall take all actions necessary to ensure that it can legally comply with this obligation.
- 12.5. The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.

- 12.6. The Service Provider shall ensure that any system or media on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's written instructions.
- 12.7. All Council Data shall be stored in a useable format to ensure that the Service Provider can comply with Condition 29.2.1.
- 12.8. If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
  - a. require the Service Provider (at the Service Provider's cost and expense) to restore or procure the restoration of the Council Data and the Service Provider shall do so as soon as practicable but not later than five Working Days from the corruption, loss or degradation; and/or;
  - b. itself restore or procure the restoration of the Council Data and shall be repaid by the Service Provider any reasonable costs and expenses incurred in doing so.
- 12.9. If at any time the Service Provider suspects or has reason to believe that the Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council immediately and take such remedial action as the Council shall reasonably require or as may be necessary to preserve, safeguard or restore the Council Data and keep the Council informed of all remedial action taken.
- 12.10. The Service Provider shall comply with all relevant Council policies where the Service Provider has access (remote or otherwise) to any systems or equipment of the Council.
- 12.11. Where the Service Provider access the Council's ICT Systems, it must comply with all instructions and guidance issued by the Council from time to time relating to the Service Provider's access and use (remote or otherwise) of the Council's ICT systems and ensure all Staff are made aware of this obligation. The Service Provider must ensure that it has a comprehensive training system in place for all Staff, including induction procedures and regular awareness sessions related to information sharing protocols.
- 12.12. Where the Service Provider accesses the Public Services Network in connection with the Services, the Service Provider shall comply with the standards set out in the Public Services Network Code of Connection and shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in Condition 12.11. For the avoidance of doubt the Public Services Network Code of Connection referred to in this Condition 12.12 shall mean all such policies as amended or substituted by government.
- 12.13. The Service Provider shall permit the Council, or its nominated agent, to access the Service Provider's premises to test its data security



measures and its compliance with this Condition **Error! Reference source not found.**

13. Freedom of Information

- 13.1. The Service Provider shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.
- 13.2. The Service Provider acknowledges that the Council may be required under the FOIA and the EIRs to disclose information without consulting or obtaining consent from the Service Provider. The Council shall take reasonable steps to notify the Service Provider 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 Contract) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 13.3. The Council may publish this Contract in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

14. Equal Opportunities

- 14.1. The Service Provider shall not, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services to any person, unlawfully discriminate within the meaning of any Enactment relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise and shall where reasonably requested by the Council assess and monitor its policies and practices as to their impact on the promotion of equality and report on this to the Council.
- 14.2. The Service Provider shall, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services, comply with the duties imposed by the Equality Act 2010 and will assist the Council in meeting its duties under the Equality Act 2010.
- 14.3. This Condition 14 shall be enforceable by persons who receive Services under the Contract.

15. Health and Safety

- 15.1. The Service Provider shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and of all other Enactments pertaining to health and safety which may apply in the performance of the Contract.

- 15.2. Without prejudice to the generality of Condition 15.1, the Service Provider shall maintain its own health and safety policy in accordance with the Health and Safety at Work etc Act 1974. The Service Provider shall provide a copy of such policy to the Council upon request and shall notify the Council of any revision to it.
- 15.3. The Service Provider will promptly notify the Council of any health and safety hazards which may arise in connection with the performance of the Contract including, without limitation, all RIDDOR incidents.
- 15.4. Whilst on Council Premises, the Service Provider shall ensure that Staff comply with the Council's safety policies (and any amendments to them notified to the Service Provider) and with the proper requirements of the Council's safety officers.
- 15.5. The Council may suspend the supply of the Services in the event of non-compliance by the Service Provider on health and safety matters and the Service Provider shall not resume provision of Services unless the Council is satisfied that the non-compliance has been rectified.

16. Intellectual Property Rights

- 16.1. The Service Provider warrants and represents that neither the performance of the Contract nor the provision or use of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party.
- 16.2. Before utilising any material in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights, the Service Provider shall procure the necessary licences to enable the Council to use such material at all times for the Council's purposes at no cost to the Council.
- 16.3. All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material:
  - 16.3.1. furnished to or made available to the Service Provider by the Council shall remain the property of the Council;
  - 16.3.2. prepared by or for the Service Provider for use, or intended for use, in relation to the performance of the Contract shall belong to the Council and the Service Provider shall not, and shall procure that Staff shall not (except when necessary for the implementation of the Contract) without prior approval of the Council, use or disclose any such Intellectual Property Rights. The Service Provider shall, at its cost and expense, do all such further acts and things and execute or procure the execution of all such documents as the Council may reasonably require, for the purpose of transferring any such Intellectual Property Rights to the Council.

**Software**

- 16.4. Except as expressly set out in this Contract:

- 16.4.1. the Council shall not acquire any right, title or interest in or to
  - 16.4.1.1. the Intellectual Property Rights of the Service Provider or its licensors, including:
    - 16.4.1.2. the Service Provider Software;
    - 16.4.1.3. any Third Party Software;
    - 16.4.1.4. the Service Provider's Background IPRs,
- 16.5. the Service Provider shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Council or its licensors, including:
  - 16.5.1. the Council Data;
  - 16.5.2. any database belonging to the Council
  - 16.5.3. the Council's documentation, processes and procedures;
- 16.6. Where either party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Condition 16 it shall assign in writing such Intellectual Property Rights as it has acquired to the other party on the request of the other party (whenever made).

## 17. TUPE

- 17.1. The Service Provider will following a request from the Council fully and accurately disclose all information relating to Staff engaged in providing the Services including the total number of Staff whose employment with the Service Provider or a Sub-Contractor is liable to be terminated at the expiry of the Contract (but for operation of law) (the “**Relevant Staff**”), their age and gender, the terms and conditions of their employment (including salary, bonus payments, allowances, pay settlements, redundancy entitlement, relevant collective agreements, pension entitlement and working arrangements), their job titles and the qualifications required for each position.
- 17.2. The Service Provider shall comply with any such requests as soon as reasonably practicable and in any event, within 21 days of being so requested, and at no cost to the Council. The Service Provider agrees with the Council that the information provided shall be complete, accurate and up to date and that it shall notify the Council promptly of any changes occurring between the date of submission of the information and the end of the Contract.
- 17.3. The Service Provider shall permit the Council to use the information for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and related Enactments and for the purposes of re-tendering.

- 17.4. The Service Provider shall enable and assist the Council and any such persons as the Council may determine to communicate with and meet Staff and relevant Staff representatives and the Service Provider shall co-operate with any new provider to ensure a smooth transition.
- 17.5. The Service Provider shall within the period of 12 months immediately preceding the end of the Contract Period or, if earlier, following the making of a request pursuant to Condition 17.1 be precluded from:
- 17.5.1. making any material increase or decrease in the numbers of Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed);
  - 17.5.2. making any increase in the remuneration or other change in the terms and conditions of the Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - 17.5.3. transferring any of the Relevant Staff to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save with the Council's prior written consent (such consent not be unreasonably withheld or delayed).
- 17.6. The Service Provider shall indemnify the Council and any replacement provider engaged by the Council to perform any of the Services or any service equivalent or similar to any of the Services and keep them both fully indemnified in respect of any claims, losses, costs, expenses, demands and liabilities:
- 17.6.1. arising from the provision of information or the failure to provide information under this Condition 17; or
  - 17.6.2. which relate to any claim which is or may be brought by any employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party arising out of their employment with the Service Provider or a Sub-Contractor or its termination; or
  - 17.6.3. arising from any breach of the requirements of Condition 17.5.

### **PART THREE – GENERAL**

#### **18. Complaints**

- 18.1. If any complaint or significant concern is made or raised (whether orally or in writing) concerning the Services, the Service Provider shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. The Service Provider shall record details of all complaints and concerns and how they were

resolved in a written register. The register will be freely available to the Council.

- 18.2. The Service Provider shall provide any information requested by the Council in connection with any complaint or significant concern relating to the Services (whether made to the Council or the Service Provider and whether made orally or in writing) and co-operate fully and promptly in every way required by the Council or by any person or body conducting any investigation regarding a complaint or significant concern including attending meetings, and permitting Staff to attend meetings and allowing access to and investigation of documents and data.

19. Gratuities and charges

The Service Provider shall ensure that no Staff solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services save for charges explicitly provided for in this Contract.

20. Confidentiality

- 20.1. The Service Provider shall not, and shall ensure that Staff shall not use or disclose any Council Data and other confidential material provided by the Council pursuant to the Contract or by any user of the Services otherwise than for the performance of the Contract save as may be agreed by the Council or required by law.

For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this Contract; or (c) any information which was rightfully in the possession of a party prior to the disclosure by the other party and lawfully acquired from sources other than the other party.

- 20.2. The Service Provider shall take all necessary precautions to ensure that confidential information is only made available to Staff on a “need to know” basis and shall ensure that such Staff are aware of and comply with the confidentiality obligations under the Contract.

21. Indemnity

The Service Provider shall indemnify and keep indemnified the Council from and against any and all claims, demands, proceedings, actions, damages, costs, expenses, loss and liability arising from a Default, save to the extent that it arises from any default or negligence of the Council or its employees provided always, for the avoidance of doubt, that this does not extend to any loss of profits suffered by the Council.

22. Insurance

- 22.1. Without prejudice to Condition 21, the Service Provider shall at all times maintain insurance cover with a reputable company, as follows:

- 22.1.1. public liability insurance (minimum of £5,000,000 (five million) for each and every claim);
- 22.1.2. employers liability insurance (minimum of £10,000,000 (ten million) for each and every claim);
- 22.1.3. trustee liability insurance in the sum specified in the Particulars;
- 22.1.4. fidelity guarantee in the sum specified in the Particulars; and
- 22.1.5. professional indemnity insurance in the sum specified in the Particulars which insurance shall be maintained for no less than 12 years where the Contract is executed as a deed and otherwise for no less than 6 years after the end of the Contract Period,

and shall ensure that all Sub-Contractors at all times maintain proportionate levels of insurance cover with a reputable company.

- 22.2. The Service Provider shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.
- 22.3. The Service Provider shall give immediate notice to the Council in the event of any incident in connection with the Services which causes any personal injury or damage to property and which may be the subject of a claim under the Council's insurance and shall give all information and assistance that the Council's insurers may require and shall not make any admission without the written consent of the Council's insurers. The Service Provider shall permit the Council's insurers to take proceedings in the name of the Service Provider to recover compensation in respect of any matter covered by the Council's insurers. This Condition 22.3 is without prejudice to Condition 21.
- 22.4. The Service Provider shall immediately notify the Council if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.

## 23. Publicity and Advertising

- 23.1. The Service Provider shall not without prior consultation with the Council seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Services and shall, where reasonably practicable, agree joint press releases with the Council.
- 23.2. Where the Services are provided to service users on behalf of the Council the Service Provider shall use all reasonable endeavours to ensure that the public is aware that the Services are delivered on behalf of the Council, and this should include the use of the Oxfordshire County Council logo on publicity material, followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".

24. Assignment and Sub-Contracting

- 24.1. The Service Provider shall not assign the benefit or advantage of the Contract in whole or in part.
- 24.2. The Service Provider shall not sub-contract the provision of the Services to any person to whom any of the mandatory exclusion criteria set out at Regulation 57 of the Public Contracts Regulations 2015 apply.
- 24.3. Without prejudice to Condition 24.2, the Service Provider shall not sub-contract the provision of the Services to any person without the written consent of the Council and should such consent be given it shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider.
- 24.4. Where the Council gives consent to the Service Provider sub-contracting the Services (or any part of the Services) under Condition 24.3, such consent shall be limited to the matters within the scope of that permission and the Service Provider shall not proceed unless it has satisfied any matters required by the Council as a condition of grant of its consent.
- 24.5. Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:
- 24.5.1. provisions having the same effect as Conditions 6.4 to 6.6 of this Contract; and
- 24.5.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 6.4 to 6.6 and this Condition 24.5 of this Contract.
- 24.6. Without prejudice to Condition 24.5, where the Service Provider enters into a Sub-Contract such Sub-Contract must impose obligations on the proposed Sub-Contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable and the Service Provider shall procure that the Sub-Contractor complies with such terms.
- 24.7. In Conditions 24.5 and 24.6 “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 Contract.

25. No Agency/Employment/Partnership

Nothing in this Contract shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the

Council and the Service Provider and the Service Provider shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council and nor shall the Service Provider hold itself out as having authority to bind the Council and shall ensure that Staff do not hold themselves out likewise.

## 26. Service of Notices

26.1. Any demand or notice required to be given under the Contract shall be sufficiently served if:

26.1.1. served personally on the addressee;

26.1.2. sent by prepaid first class recorded delivery post to the registered office or last known address of the Service Provider where notice is required to the Service Provider and, unless otherwise set out in the Particulars or notified by the Council in accordance with this Condition 26.1, to the name of the Council's Contact, County Hall, Oxford OX1 1ND where notice is required to the Council; or

26.1.3. subject to Condition 26.2, emailed to the address of the relevant party set out in the Particulars or such other address as the party may from time to time notify to the other party in accordance with this Condition 26.1.

26.2. Demands or notices served by email shall only be valid if the demand or notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Condition 26.1.1 or 26.1.2 within two Working Days.

26.3. Any demand or notice served in accordance with:

26.3.1. Condition 26.1.1 shall be deemed to have been served on the date of delivery if it is delivered before 4pm on a Working Day and otherwise on the next Working Day;

26.3.2. Condition 26.1.2 shall be deemed to have been served two Working Days from the date of posting;

26.3.3. Condition 26.1.3 shall be deemed to have been served on the date of sending if it is sent before 4pm on a Working Day and otherwise on the next Working Day unless in either case an error message is received.

## 27. Termination

27.1. The Council may terminate the Contract by notice in writing, such notice to have effect from the date specified in it, and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider or any of its Staff (in all cases whether or not acting with the Service Provider's knowledge):

27.1.1. commit a Prohibited Act, or



- 27.1.2. give any financial or other advantage to any person working for or engaged by the Council.
- 27.2. If the Service Provider:
- 27.2.1. commits a material Default and the Service Provider has not remedied the Default to the satisfaction of the Council within 20 days or such other shorter or longer period which may be specified by the Council after issue of a written notice specifying the Default and requesting it to be remedied; or
  - 27.2.2. commits a material Default which is not capable of remedy; or
  - 27.2.3. commits a Default on a persistent or repeated basis, whether in respect of the same or different obligations of the Service Provider under the Contract and whether or not rectified; or
  - 27.2.4. is an individual or a firm and a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage the Service Provider's affairs; or
  - 27.2.5. is incorporated, and passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation the Service Provider or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Service Provider makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
  - 27.2.6. is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - 27.2.7. ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Council would materially affect the delivery of the Services; or
  - 27.2.8. undergoes a change of control and for this purpose where the Service Provider is a company, there is a change of control if the majority of shares carrying a right to vote in the Service Provider or its holding company are acquired by a person who is not at the date of the Contract a major shareholder

(“holding company” having the same meaning as in section 1159 of the Companies Act 2006) save that if there is a change of control which is only a change from one subsidiary company to another (“subsidiary company” having the same meaning as in section 1159 of the Companies Act 2006) then that shall be deemed not to be a change of control for the purposes of this Condition 27.2.8;

- 27.2.9. is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 27.2.4 to 27.2.8;
- 27.2.10. is convicted (or any member of Staff is convicted) of a serious criminal offence related to the business or professional conduct;
- 27.2.11. commits (or any member of Staff commits) an act of grave misconduct in the course of the business;
- 27.2.12. is in breach of the warranty at Condition 2.3;
- 27.2.13. has provided any information as part of its Tender including that given in the questionnaire or given information to the Council at any time prior to the Council entering into a binding contract with the Service Provider which proves to be materially untrue or incorrect; or
- 27.2.14. has a contract for services which are similar to the Services terminated by the Council due to the Service Provider’s default,

then in any such circumstances the Council may, without prejudice to any other rights or remedies of the Council, terminate the Contract in whole or in part (whereupon a corresponding reduction in the Contract Price shall be made) by notice in writing, such notice to have effect from the date specified in it.

- 27.3. Where the Contract is terminated in whole or in part by the Council under this Condition 27:
  - 27.3.1. the Council shall be entitled to recover from the Service Provider the amount of any loss resulting from the termination including, but not limited to, the cost of arranging alternative provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period in excess of that which would have been paid to the Service Provider (such additional expenditure calculated on the basis that there had been no early termination of the Contract); and
  - 27.3.2. the Council shall cease to be under any obligation to make any payment relating to the terminated services until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and the

Council shall then be entitled to deduct from any sum or sums due from the Council to the Service Provider under the Contract the amount of such costs, loss and/or damage.

27.4. The Council shall be entitled to suspend the provision of the Services and carry out itself, or engage a third party to carry out, the Services or any of them on a temporary basis (without terminating the Contract) where the Service Provider is in Default and the Service Provider shall be liable for any costs incurred by the Council in this regard.

27.5. If the Council commits a material breach of the Contract which:

27.5.1. the Council has not remedied to the satisfaction of the Service Provider within 20 days or such longer period which may be specified by the Service Provider after issue of a written notice specifying the material breach and requesting it to be remedied; or

27.5.2. is not capable of remedy,

then in any such circumstances the Service Provider may, without prejudice to any other rights or remedies of the Service Provider terminate the Contract by notice in writing, such notice to have effect from the date specified in it.

27.6. The Council shall be entitled to terminate the Contract or reduce the Services on written notice to the Service Provider where the Council's funding is reduced (including, for the avoidance of doubt, totally withdrawn). For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

27.7. If any of the circumstances allowing the Council to terminate the Contract pursuant to Conditions 27.2.4 to 27.2.14 inclusive arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.

## 28. Break

The Council shall have the right to terminate the Contract in whole or in part at any time by giving not less than 6 months' written notice to the Service Provider unless otherwise specified in the Particulars. For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

## 29. Recovery and Handover on End of Contract

29.1. The expiry or termination of this Contract for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Contract (including without limitation Conditions 8.1, 9.1 - 9.5, 17.4, 17.6, 22.1.5, 22.4, 27.3, 27.6 and 29) and termination of this Contract shall be without prejudice to the rights and remedies of one party against the other party.

29.2. On expiry or termination of the Contract howsoever arising, the Service Provider shall make arrangements with the Council to forthwith deliver to the Council, or a replacement service provider nominated by the Council, at no additional cost:

29.2.1. all Council Data, unless the Council requests destruction of the Council Data. Where the Council Data is delivered to the Council (or a replacement service provider nominated by the Council) it shall be delivered in such usable format as the Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the Council;

29.2.2. all the property issued or made available to the Service Provider by the Council (including, but not limited to, materials, clothing, equipment, vehicles, documents, information, access keys) in its possession or under its control or in the possession or under the control of any Staff.

Where the Council requests destruction of the Council Data, the Service Provider shall securely destroy and permanently delete the Council Data forthwith and shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.

29.3. When this Contract expires or terminates (for whatever reason), the Council may, for a period of six (6) months thereafter, require the Service Provider to use all reasonable endeavours to assist the Council in the transfer of the provision of the Services to either the Council or a third party nominated by the Council and give the Council and/or such third party nominated by the Council such help as may be reasonably necessary to enable such transfer to take place smoothly. This shall be at the Service Provider's cost where the Contract is terminated under Condition 27.1 or 27.2 above and otherwise at the Service Provider's then current rates, unless otherwise agreed.

29.4. The Service Provider shall, within 3 months of the Commencement Date, produce an Exit Plan for the orderly transition of the Services (or, as specified by the Council, any of them) from the Service Provider to the Council and/or any Replacement Provider in the event of any termination or expiry of this Contract. Within two months after the submission of that Exit Plan, the parties shall meet and use all reasonable endeavours to agree the contents of that Exit Plan and both parties shall keep the Exit Plan under continuous review.

### 30. Business Continuity and Force Majeure

30.1. Without prejudice to Condition 4.2, the Service Provider shall ensure it has appropriate business continuity arrangements in place to deliver the Services without disruption and shall implement such arrangements in the event of any Force Majeure Event, emergency, disaster or other circumstance which affects the ability of the Service Provider to provide the Services.

- 30.2. If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.
- 30.3. The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations under the Contract.
- 30.4. Save as provided in Conditions 30.6 and 30.7, a Force Majeure Event shall not entitle either party to terminate the Contract and neither party shall be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to a Force Majeure Event.
- 30.5. If the party affected by a Force Majeure Event fails to comply with any of its obligations under Conditions 30.1, 30.2 or 30.3 above then no relief for the Force Majeure Event, including the provisions of Condition 30.4 above, shall be available to it and the obligations of each party shall continue in force.
- 30.6. If a Force Majeure Event results in the suspension of the provision of the Services, the Council shall not be obliged to pay the Contract Price until such time as such suspension has ceased. If the provision of the Services is partly suspended, the Council shall pay a pro rata amount for those Services it has received.
- 30.7. If in the Council's reasonable opinion a Force Majeure Event results in disruption to more than 50% of the Services provided and such disruption continues for a continuous period of a month or longer (unless otherwise specified in the Particulars), the Council shall be entitled to terminate the Contract on giving one week's notice to the Service Provider with termination taking effect upon the expiry of such notice.

### 31. Severance

If any of these Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 32. Disputes and Mediation

- 32.1. A dispute relating to the provision of the Services, the Contract Price, or payments which cannot be resolved in the first instance between the Service Provider's Representative and the Council's Contact within a month shall be referred to the persons specified in the Particulars.
- 32.2. Nothing in this Condition 32 shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other

party of any proprietary interest or any breach of that party's obligations.

- 32.3. Services to be provided under the Contract shall not cease or be delayed by this dispute resolution procedure.
- 32.4. If any dispute cannot be resolved between the Service Provider and the Council within a month of referral as set out in Condition 32.1, then the Service Provider or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 32.5. To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 32. The initiating party shall send a copy of such request to CEDR.
- 32.6. If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 32.7. If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- 32.8. For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures.

### 33. Waiver

- 33.1. The failure of the Council or the Service Provider to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 33.2. No waiver shall be effective unless it is communicated to the Council or the Service Provider in writing and expressly stated to be a waiver.
- 33.3. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 33.4. Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude and are without prejudice to any rights or remedies provided by law, in equity or otherwise.

### 34. No Fetter

Nothing in the Contract shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

### 35. Variations to the Contract

No variation to the Contract shall have any effect unless it is made in writing and signed on behalf of the Council and the Service Provider.

36. The Contracts (Rights of Third Parties) Act 1999

- 36.1. Other than as set out in Conditions 11.2, 14.3 and 17, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract, but this does not affect any rights which are available apart from this Act.
- 36.2. Any amendment to this Contract may be made, including altering or extinguishing any third party rights, without the consent of any third party.

## Schedule 1

# Specification

### **Electronic Personal Education Plan and Daily Attendance Monitoring System for Looked After Children**

#### **1. Background & Context**

Oxfordshire County Council is committed to improving the educational attainment of looked-after children and has a duty under the Children Act 1989 to safeguard and promote the welfare of a child looked after by them. This includes a specific duty to promote the child's educational achievement, wherever they live or are educated.

As part of this duty, we are required to monitor their engagement with education including their attendance and improve educational outcomes across all aspects. All children that are looked after must have a Personal Education Plan (PEP) which is reviewed regularly in conjunction with their Looked After Child (LAC) review. The PEP forms part of their care plan.

The Council is looking to re-commission a platform that can host the electronic Personal Education Plan (ePEP) for Looked After Children (LAC).

We are looking for a system which will improve both the quality and efficiency of PEPs within the local authority, but also to make the process of completing a PEP streamlined and user friendly.

We would also require the preferred provider to also offer a robust LAC attendance monitoring service which enables us to track and monitor the attendance of EVERY LAC in Oxfordshire.

#### **2. Scope**



The aim of this service will be to provide up to date and accurate information about the education of LAC. This will need to include twice daily collection of pupil attendance data from a range of education providers including schools, PRUs and other alternative education providers.

Whilst this may be able to be collected electronically from some providers, for others it will require the means to make daily phone calls. The platform will also need to be able to host ePEPs and manage access to the platform for relevant professionals.

### **3. Requirements**

#### **Client Group Size**

The ePEP service will be provided for in the region of 600 children & young people

The attendance monitoring will be provided for in the region of 500 children and young people

The Service Provider and Council agree to absorb any fluctuation of this figure up to 10%

#### **ePEP**

Personal information should be stored safely and securely always and will comply with General Data Protection Regulations (2018).

The ePEP should be always fully accessible and can be a downloadable document to Authorities, social workers and designated teachers.

#### **Service Levels**

##### **1) Helplines**

The Service Provider will ensure advice is available to support system users in the form of user guides and telephone support between the hours of business Monday – Friday 9am and 5pm

##### **2) Attendance Monitoring**

The required outcomes of the service will be:

- To provide timely and accurate information about the school attendance of a LAC

- To provide timely and accurate LAC information to the Virtual School administration team.

This will be achieved by a report in the agreed format using the agreed codes to describe the response received from the relevant source within the following timescale:

- a) Daily report of information requests and absence detail to be received between 14.30 and 16.30hrs
- b) Weekly report overview to be received on the following Monday between 14.30 and 16.30hrs
- c) Monthly report overview to be received by the 5<sup>th</sup> working day of the following month between 14.30 and 16.30hrs

### **Collection of Results for Statutory Assessments**

The service provider will collate and send National Curriculum Assessment results (SATs) for all Oxfordshire LAC within 2 weeks of their publication.

The service provider will collate all GCSE results for all Oxfordshire Looked After Children as soon as possible after national “results day”

### **4. Implementation**

It is essential that existing data is not lost or compromised in any development and that the new system complements retained arrangements.

A phased approach will be able to effectively migrate existing data from our legacy processes to the new web-based platform which will hopefully result in minimal disruption to day-to-day operations and administration.

It is expected that the service provider will supply a detailed project plan.

### **5. Safeguarding Policies and Procedures**

The Service Provider shall ensure that it has in place systems, policies, and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board's ("OSCB") Procedures Manual, as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliance with such systems, policies, and procedures.

## **6. Risk Management**

The Service Provider shall provide an interrupted service and will notify the Council in the event of any service interruptions.

The Service Provider shall provide continuous monitoring of the Hosted ePEP System to detect and correct any abnormalities

## **7. Relevant Legislation**

The Children Act 1989, as amended by the Children and Families Act 2014 and the Children and Social Work Act 2017.

The Care Planning, Placement and Case Review (England) Regulations 2010, as amended.

## **8 Interfaces**

Relevant client information will be supplied by the Council through secure platforms such as Egress Switch.

# Standard Technical Specification



Appendix 7 -  
Technical Specificati

## Schedule 2 Finance



Part B 2 Pricing  
Schedule.pdf

### **Schedule 3 Monitoring/Review**

The service will be monitored on a regular basis as agreed between the Council and Service Provider representatives and will include telephone discussions and receipt of the updated Client Data Sheet.

The following table lists the key resources, processes, or services and their anticipated business outcomes that will inform the measurement of the performance of the project.

<b>Key Resource</b>	<b>Performance Measure</b>
Reporting	The system will reduce reporting discrepancies (duplicates and gaps) and enable managers to produce management reports as required.
User Permissions	User permissions will allow management information to be immediately available at the click of a button to all appropriate staff.
Software and System Maintenance	This is a web-based service and no resource need be devoted to software maintenance, hosting, or storage by the Council.
Staff Resources	The Council values its workforce and no directly attributable reductions in staff are identified in this business case. It is clear, however, that there will be a considerable reduction in administrative tasks and support. This will free up resources to focus on business development and relationship strengthening activities which in turn will protect and enhance current income streams as well as supporting improved service delivery across all teams.
Communication	A centralised communication system between the Council and all schools (and external customers if required) delivering a streamlined single method of information exchange with a complete audit trail.

<b>Key Resource</b>	<b>Performance Measure</b>
Customer Feedback and Continuous Improvement	The supplier should facilitate a user community feedback and development session (currently annually) allowing the Council to inform the provider of changing requirements and using customer feedback to inform areas requiring development thus ensuring the system remains current and up to date.

## **Schedule 4**

### **Safeguarding Policies and Procedures**

1. The Service Provider shall ensure the highest standards of protection for vulnerable young people and adhere to such standards throughout the Contract Period.
2. The Service Provider shall ensure it is aware of the principles and standards detailed by the Oxfordshire Safeguarding Children's Board (OSCB) and adopt all relevant procedures as part of its normal operating practice.
3. The Service Provider will ensure that all new members of Staff have received the appropriate DBS Check. DBS Adult or Child First Check and shall comply with the requirements relating to DBS checks set out in the Contract.
4. The Service Provider will ensure that all Staff are aware of "whistleblowing" procedures and are aware of legal safeguards in accordance with the Public Interest Disclosure Act 2003 ([www.pcaaw.co.uk](http://www.pcaaw.co.uk)).
5. The Service Provider will ensure that all Staff are trained and comply with the Service Provider's Safeguarding Escalation policy, which must detail the process to be followed in the event of a concern being raised about the safety of a young person.
6. The Service Provider will ensure that any immediate and serious safeguarding concerns that may arise during telephone conversations with young people or their families are communicated immediately to the Oxfordshire Multi-Agency Safeguarding Hub (MASH) on **03450 507666**.
7. The Service Provider will also notify the Council's representatives of any safeguarding concerns that may arise.



## **Schedule 5 Information Governance**

The definitions given in the Particulars apply.

### **1. Protection of Personal Data**

- 1.1. The only Processing that the Service Provider is authorised to do is listed by the Council in the Table below and may not be determined by the Service Provider.
- 1.2. The Service Provider shall, in relation to any Personal Data Processed in connection with its obligations under this Contract Process that Personal Data only in accordance with this Schedule, unless the Service Provider is required to do otherwise by an Enactment, in which case, it will notify the Council before carrying out such Processing.
- 1.3. The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe Data Protection Legislation.
- 1.4. The Service Provider shall provide all reasonable assistance to the Council in the 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.
- 1.5. Without prejudice to any other provisions of the Contract, the Service Provider shall not authorise any third party or Sub-contractor to Process the Personal Data without the prior written consent of the Council and should such consent be given, it shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider. The Service Provider shall ensure that in relation to Personal data, such Sub-contractor or third-party processor is under contractual obligations which are no less protective than the data protection requirements set out in the Contract. The Service Provider shall provide

the Council with such information regarding the Sub-contractor as the Council may reasonably require.

1.6 The Service Provider shall in Processing pursuant to this Contract, ensure that it takes all appropriate technical and organisational security measures to protect against a Data Loss Event having taken into account the:

- a) nature of the data to be protected;
- b) harm that might result from a Data Loss Event;
- c) state of technological development; and
- d) cost of implementing any security measures

and the Service Provider shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in this Clause 1.6. The Council shall be entitled to reject on reasonable grounds any technical, organisational and security measures employed by the Service Provider, provided that failure to reject such measures shall not amount to approval by the Council of such measures.

1.7 The Service Provider must exercise its best endeavours to ensure the accuracy of any Personal Data Processed in carrying out its obligations under the Contract and that where necessary such Personal Data is kept up to date.

1.8 The Service Provider shall not Process or otherwise transfer any Personal Data in or to any country outside the United Kingdom unless the prior written consent of the Council has been obtained and:

- a) the Service Provider has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation;
- b) the Data subject has enforceable rights and effective legal remedies;
- c) the Service Provider complies with the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- d) the Service Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the Personal Data.

It shall be the responsibility of the Service Provider to produce satisfactory evidence of compliance with this clause 1.8 during the Contract Period.

1.9 The Service Provider shall take reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that:

- a) all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with all the

Service Provider's obligations with respect to Personal Data, including the confidentiality undertakings under the terms of this Contract;

- b) staff do not Process Personal Data except in accordance with this Contract;
  - c) staff are subject to appropriate confidentiality undertakings with the Service Provider or any subcontractor used by the Service Provider in delivering the Service;
  - d) none of their Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or unless otherwise permitted under this Contract; and
  - e) staff have undergone adequate training in the use, care, protection and handling of Personal Data.
- 1.10 The Service Provider shall ensure that Data Subjects are provided at first point of contact with a Privacy Notice [and where Processing is based on consent of Data Subjects, ensure that such consent is obtained before any Processing commences].
- 1.11 The Service Provider shall notify the Council immediately if it becomes aware of a Data Loss Event or if it receives:
- a) a Data Subject Request concerning any aspect of the processing or handling of that person's Personal Data;
  - b) a request to rectify, block or erase any Personal Data;
  - c) a complaint, request or communication relating to the Council's obligations under the Data Protection Legislation;
  - d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement; or
  - e) a request from any third party for disclosure of Personal Data where compliance with such request is required or is purported to be required by any Enactment.
- 1.12 The Service Provider's duty to notify the Council under clause 1.11 shall include the provision of further information to the Council in phases, as details become available.
- 1.13 The Service Provider shall provide the Council with full cooperation and assistance in relation to any complaint or request made in relation to either party's obligations under Data Protection Legislation including by providing:
- a) the Council with full details of the complaint, communication or request;

- b) such assistance and information as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the timescales required by the Council;
  - c) the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council);
  - d) assistance as requested by the Council following any Data Loss Event.
  - e) such assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 1.14 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 1.15 The Service Provider shall permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 1.16 The Service Provider shall comply with any further written instructions given by the Council with respect to processing and any such further instructions shall be incorporated into this Schedule.

## 2. Data Processing Table

Description	Details
Type of Personal Data	<p><b>Children's data</b></p> <p>Liquid Logic Children Care System (LCS) ID            Unique Pupil Number (UPN)            Forename and surname of child            Gender            D.O.B.            Ethnicity            National Curriculum Year            Date care started for child            Legal Status            School Name attended or currently attending            SEND information            SATs and GCSE results            Exclusion letters            Daily report of information requests and absence details            School attendance record            Child's location i.e. In/Out-of-County of Oxfordshire</p> <p><b>Teacher, social worker and carer</b></p>

	<p><b>information</b>  Designated Teacher's Name &amp; email address  Carer's name and phone numbers  Social worker name, email address and social worker manager's details  Virtual Case Holder's name, email address and telephone number</p> <p><b>Others</b>  Details of Independent Reviewing Officer</p>
Duration of the processing	For the full duration of the Contract
Categories of Data Subject	School pupil(s), pupil's carer, social worker and designated teacher
Nature of the processing	Collecting, recording, organisation, structuring, storage, adaptation or alteration, retrieval, use, disclosure by (secure) transmission, or otherwise making available, erasure or destruction of data (whether or not by automated means).
Plan for return and destruction of the data once the processing is complete	The data will be retained for the Contract Period and will be returned to the Council (or destroyed if requested by the Council) at expiration or earlier termination of the Contract.

### 3. Policies and Procedures

- 3.1. The Service Provider must have in place at the Commencement Date and throughout the Contract Period:
- a) internal records of its data processing activities;
  - b) policies and procedures for data protection compliance;
  - c) specific Staff training relating to data protection; and
  - d) a documented system for the handling of security incidents and close calls ('near misses')
- 3.2. The Service Provider will co-operate with the monitoring of such obligations on an annual basis and will notify the Council immediately of any data protection issues and security incidents within its organisation.
- 3.3. When delivering the Services, the Service Provider will uphold the highest standards in safeguarding Personal Data, and specifically will:
- a) ensure that information governance/data security is a key component of both the induction and on-going training programmes;
  - b) not allow Staff to use their own personal equipment to store Council Data;

- c) provide Staff with appropriate means and guidelines for keeping any personal information they are required to store outside of the office securely;
- d) ensure that equipment holding Personal Data is kept secure;
- e) have procedures in place to ensure immediate reporting to the Council of any security related incidents and to ensure that full and prompt cooperation can be given to the Council in the investigation of such incidents.

3.4 If required by Data Protection Legislation, the Service Provider shall appoint a qualified Data Protection Officer, or where not required, allocate responsibility for data protection to a named senior member of Staff who has responsibility for information governance in their organisation. This person will:

- a) develop information governance within the Service Provider's organisation;
- b) complete and submit an annual position statement to the Council by end of April each year, to include an information governance improvement plan for the coming 12 months; and
- c) draft and implement policies, procedures and guidance to ensure that the above information governance best practice is adopted.

## Annex A

### Method Statement



Part B 1 Method Statement.pdf

#### SECTION A PASS/FAIL QUESTIONS

Question 1	Pass/Fail
Are you currently providing a secure cloud-based platform service for Looked After Children that accommodates records such as Personal Education Plans (ePEPs)?	
Pass <input type="checkbox"/>	Fail <input type="checkbox"/>

Question 2	Pass/Fail
Does your organisation offer attendance monitoring by both, communicating directly with education provision by daily telephone calls (live calling) and extraction of attendance data from their Management Information System?	
Pass <input type="checkbox"/>	Fail <input type="checkbox"/>

Question 3 – Technical Standards & Legal Requirements	Pass/Fail
Supply evidence to confirm compliance with section 1 of the Technical Specification. Anything for which there is no compliance in place currently must provide a roadmap or statement to explain.	
Pass <input type="checkbox"/>	Fail <input type="checkbox"/>

#### SECTION B SERVICE QUESTIONS

Question 1	Responsiveness	Maximum word count = 1000 and weighting 20% of total quality score
Please describe details of your responsiveness from daily business delivery to disaster recovery.		
Should include:		
<ul style="list-style-type: none"><li>• Help desk operating times</li><li>• Response times to incidents (critical/major/minor)</li><li>• First time fix rates</li><li>• Incident communications process</li><li>• Service levels in response to incidents and business continuity</li><li>• Risk assessments and business continuity plans</li></ul>		

## **Annex B**

### **Social Value Commitments**

1. The social value delivery phase will commence from the Commencement Date and will continue for the duration of the Contract Period (including for any extension of the Contract Period made pursuant to this Contract).
2. The Service Provider shall comply with its social value commitments made as part of its tender, and that this shall be equal to the Service Provider's Target Social Value commitment of [£XX or YY%, delete as appropriate] as set out on The Social Value Portal during tendering. For any extension of the Contract Period, the social value commitments shall continue pro rata during such extension based on the [YY]% Target Social Value (as defined on The Social Value Portal) of the Contract Price during such extension.
3. Social value delivery should be completed evenly and regularly across the entire delivery phase period and not be unduly delayed without prior written permission from the Council. The Council's prior written permission would only be given upon receipt of suitable justifications, evidence and an effective plan for full delivery before the end of the Contract Period, all to be provided by the Service Provider in a timely fashion and before any such delay has occurred.
4. During the social value delivery phase, the Service Provider is required to report on its social value performance by entering delivery data every quarter (in arrears) onto The Social Value Portal. The Service Provider shall comply with the terms and conditions provided to them by The Social Value Portal Ltd ("SVP") and to pay any portal usage or membership fees due to SVP in a timely manner, as set out in any agreed contract or letter of engagement between the Service Provider and SVP. For the avoidance of doubt, the Council will not intervene in any disputes between the Service Provider and SVP, on any topic including invoicing and payments.