



Department
for Environment
Food & Rural Affairs

Contract for the Provision and Management of the Rural Community Building Loan Fund

Project - 36381

October 2022



Department
for Environment
Food & Rural Affairs

[REDACTED]
[REDACTED]
www.gov.uk/defra

[REDACTED]
Action with Communities in Rural England (ACRE)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Your ecm ref: 66080
Our ref: 36381
Date: 24th October 2022

Dear [REDACTED]

Award of contract for the Provision and Management of the Rural Community Building Loan Fund

Following your proposal for the supply of the Provision and Management of the Rural Community Building Loan Fund to the Department Environment Food and Rural Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Department Environment Food and Rural Affairs (DEFRA) as the Authority and Action with Communities in Rural England (ACRE) as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

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

1. The Services shall be performed at the Supplier's premises: [REDACTED]
[REDACTED]
2. The charges for the Services shall be as set out in Schedule 2

3. The specification of the Services to be supplied is as set out in Schedule 1.
4. The Term shall commence on 24th October 2022 and the Expiry Date shall be 31st March 2023, unless extended as there are 2 options to extend for 12 months. Maximum expiry date is 31st March 2025.
5. The address for notices of the Parties are:

Customer

Department for Environment Food &
Rural Affairs, [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

Supplier

Action with Communities in Rural
England, [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

6. The following persons are Key Personnel for the purposes of the Agreement:

Name and Title:

[REDACTED] Executive Director

[REDACTED] Rural Evidence & Village Halls Manager

[REDACTED] Rural Evidence Manager

[REDACTED] Finance

7. For the purposes of the Agreement the [Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy are found at www.gov.uk
8. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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

Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED]
[REDACTED] or, in their absence, [REDACTED] [REDACTED]
[REDACTED]

Please confirm your acceptance of this contract by electronically signing this document using the Authority's e-tendering system **within 7** days from the date of this letter. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

[REDACTED]

Defra Senior Category Officer,

Telephone: [REDACTED]
[REDACTED]

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.

ANNEX 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges” means the charges for the Services as specified in the Award Letter;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “Expiry Date” means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months a maximum of 2 times by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
 - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a

subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall

vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written

permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

(b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the

Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

- 16.2.1 (without prejudice to clause 16.2.5) is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. 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 Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not

found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

23 Exit Plan

Where the Customer requires the Supplier to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Supplier must prepare the Exit Plan within three (3) months of the signing of the Funding Agreement and must comply with the exit provisions set out in Schedule 3 of these Conditions.

Schedule 1

Rural Community Building Loan Fund Specification

1 Background

- 1.1 The Rural Community Building Loan Fund (the Fund) provides loans to community groups to help with the construction, purchase and improvement of community buildings in rural areas across England.
- 1.2 The Fund dates back to the 1930s when it was established as a principal source of funding for the building of new village halls. It was first managed for Government by the ACRE Network in 1944.
- 1.3 In 2008, the scope of the Fund was widened to include other community buildings such as church halls and meeting rooms.
- 1.4 The existing £700,000 rolling capital fund provides unsecured loans to meet the costs of capital investment in community owned buildings. Historically, the loans have provided leverage for community groups to access sources of larger funding. The average loan taken out by hall committees is around £15,000.
- 1.5 Loans are repaid over a period of 5 to 8 years (though early repayment is permitted and does not incur penalties). The interest charged on the loan is returned to the Government, but capital is put back into the Fund to support other community building projects.

2 Objectives

- 2.1 The Supplier shall be responsible for the operation and management of the Rural Community Building Loan Fund (the Fund) from 1st April 2022 until 31st March 2025, subject to funding being agreed for Financial Years 2023-2024 and 2024-2025 in accordance with clause 4.1 of the agreement.
- 2.2 The Supplier shall manage the Fund, including day-to-day responsibility for the Fund's bank account and granting and repayment of loans including interest.

3 Scope

- 3.1 The Fund shall be available to all rural areas of England, as defined by the Office of National Statistics (ONS)¹; to all communities with 10,000 people or less.
- 3.2 Under the Fund, rural communities in England shall be able to apply for loans of up to £50,000 towards the cost of:
 - constructing a new community-owned building,
 - purchasing an existing building for use by the community,

¹ 2011 Rural Urban Classification lookup tables for all geographies - GOV.UK (www.gov.uk)

- extending, renovating or improving of an existing community-owned building,
- emergency repairs to community-owned buildings.

3.3 Loans above £50,000 may be considered by exception, and in circumstances where the project has secured funding to meet project costs but there is delay to this funding being available to the project; bridging finance is required to proceed with a project.

4 Management and Operation of the Fund

4.1 The Supplier shall set up and operate an electronic management system to case manage new and existing loans, to the satisfaction of the Customer.

5 Promotion of the Fund

5.1 The Supplier shall actively promote the scheme and be responsible for the proactive advertisement of the Fund, including through existing community networks and appropriate forums and a dedicated webpage.

6 Application Process

6.1 The Supplier shall use an application process, to the satisfaction of the Customer, including an application form, supporting information forms and full guidance notes, which shall be made available to the public through digital media and in hard copy upon request.

6.2 During the application process the Supplier shall:

- provide support and advice to communities making applications,
- seek to understand the nature of the borrowing organisation,
- work with communities to develop a sound business case,
- ensure that applications meet quality standards,
- take all reasonable steps to ensure, as far as possible, that applications are financially viable,
- set repayment periods,
- check that applications meet eligibility criteria for funding.

7 Assessment Process

7.1 Applications shall be considered on the basis of a structured assessment of the project proposal, including a sound business case and where possible knowledge of the local situation.

7.2 Loan eligibility criteria shall include:

- The loan must be used towards the cost of:

- constructing a new community-owned building,
- purchasing an existing building for use by the community,
- extending, renovating or improving an existing community-owned building
- emergency repairs to community-owned buildings.
- loans shall not exceed £50,000, unless agreed by exception,
- locally raised funds shall contribute towards meeting the eligible cost of the project,
- the properties for which a loan is being sought shall be freehold or held on a lease with at least 21 years unexpired,
- the Supplier shall ensure that loans are not used to cover the costs of freestanding fixtures and fittings.

7.3 Supplier's responses and decisions shall be made within appropriate timescales.

8 Case management

8.1 Management by the Supplier, both before and after award of funding, shall seek to assist communities to access funds, ensure that business cases are sound, maximise the benefits to communities of funding and actively reduce the risk of defaults.

9 Risk Management

- 9.1 The Supplier shall undertake to mitigate the potential for fraud or default.
- 9.2 The Supplier shall report to the Customer any risks or potential risks as soon as they become aware of any such risks.
- 9.3 The Supplier shall support the Customer in the development of a fraud risk assessment and any implementation.
- 9.4 Such proposals shall include details of how defaulting loans shall be managed by the Supplier and confirm that the Supplier accepts complete responsibility and liability.
- 9.5 The Customer shall have the right to visit any site that has carried out works using the loan or ask for photographic or other evidence, which illustrates how the loan funding has been used.

10 Setting of interest rates

10.1 The Supplier shall charge a fixed rate of interest on all loans, which shall be the rate used for Public Works Loan Board (PWLB) lending and determined by the repayment period. Rates are recorded on the PWLB's website². The rate shall be

² [Current PWLB Standard Fixed Interest Rates \(dmo.gov.uk\)](https://www.dmo.gov.uk/standard-fixed-interest-rates)

determined on the date the agreement is signed by the Supplier. The interest rate shall be for the lifetime of the loan.

11 Setting of loan repayment periods

- 11.1 The Supplier shall be responsible for determining the repayment period on the basis of the size of the loan and the ability of the community to meet the repayments.
- 11.2 The Supplier shall investigate the loan applicant's ability to meet the repayments on the basis of a sound business case.
- 11.3 Loans shall normally be repayable over a period of 5 or 8 years.
- 11.4 The loan can be repaid early without incurring an early repayment fee.
- 11.5 Longer repayment periods can be agreed upon by the Supplier in exceptional circumstances.

12 Loan agreements

- 12.1 Loan offers shall be made through formal offer letters, which include the fixed interest rate to be applied, deadline for acceptance, period of the loan, loan end date and the repayment schedule. The Supplier's offer letter shall also include the conditions attached to the offer including those relating to default.

Note: Particular attention should be given to ease of use and clear English when creating such documents.

- 12.2 To proceed, loan applicants shall provide the Supplier with a signed copy of the acceptance letter, which shall constitute agreement to the terms and conditions of the loan offer and the Supplier shall make proposals for the management and retention of such documents as well as acknowledgements and 'welcome packs'.

13 Repayment of interest received

- 13.1 The Supplier shall return all interest received on both the loans and the capital sum to the Treasury via the Customer on a quarterly basis. The repaid loan capital will be reinvested into the Fund.

14 Management of Fund utilisation

- 14.1 The Supplier shall aim to maximize the benefit realised through the Fund whilst ensuring that the Fund remains open to new applicants.

15. Monitoring and Reporting

- 15.1. The Supplier will meet with the Customer at regular intervals during the agreement period, as required by the Customer, to review the performance of the Fund. The Supplier will provide up-to-date management information ahead of each meeting to inform discussion.

- 15.2. The supplier will maintain management information to include individual loan profiles, including: a breakdown of individual approved loan amounts, loan outstanding and repaid during the period, payments due, payment terms, and loan end date).
- 15.3. Supplier will be required to report on the Fund performance against specified key performance indicators (KPIs).
- 15.4. **Key Performance Indicators**

RCBLF Key Performance Indicators	Never complies	Sometimes complies	Always complies	Always complies and identifies process improvements
<p>Quarterly report within 4 weeks of each quarter end which includes:</p> <ul style="list-style-type: none"> • number of applications for funding received and against which Fund outcome (as set out in Schedule 1, paragraph 3.2), • number of fund application refusals and grounds for rejection, • number of appeals against application decisions and detail of cases, • number and value of loans made during the reporting period, • number and value of loans outstanding at the end of the reporting period, • detail of any loan defaults and loans of concern, • Individual loan profiles which include a breakdown of: loan amount accepted, loan balance outstanding and repaid during the period, payments due, payment terms, loan end date), • total interest repaid to the Customer during the period, and • a copy quarterly bank statement to confirm balance as reported. 				
<p>End of year report to be presented 6 weeks from the end of the financial year which includes:</p> <ul style="list-style-type: none"> • number and value of loans supported during the reporting period, 				

<ul style="list-style-type: none"> • number and value of new loans approved during the reporting period, • management costs incurred during the reporting period, • breakdown of the £700,000 capital into cash at bank and capital element of unpaid loans, • total interest earned on loans during the reporting period, • total interest on cash at bank during the reporting period, • total interest repaid to the Customer. 				
<p>Project Review Meetings at regular intervals during the agreement period, to review the performance of the Fund.</p> <p>Up-to-date management information will be provided ahead of each meeting to inform discussion.</p>				
<p>Deliverable quality: Deliverables are completed with a high level of quality, professionalism, and attention to detail.</p>				
<p>Project Management: Milestones and deliverables are completed in accordance with the agreed schedule.</p>				
<p>Adherence to Contract Scope: ACRE adheres to contract specification.</p>				

15.5. Quarterly reporting

15.6. In line with the funding outcomes (para. 3.2), the Supplier shall provide the Customer with quarterly reports detailing the performance of the Fund against key performance indicators (as set out in para 15.4) and supporting information to demonstrate the benefit of the funding.

15.7. Quarterly reports should be sent to the Customer no later than 4 weeks following the end of the quarter being reported on.

15.8. Annual reporting

15.9. In line with the funding outcomes (para. 3.2), the Supplier shall provide the Customer with an annual end-of-year report detailing performance against key performance indicators (as set out in para 15.4) to be presented 6 weeks from the end of the financial year.

15.10. In line with the funding outcomes (para. 3.2), the Supplier shall provide the Customer with an annual end-of-year report detailing performance against process and impact

indicators (as set out in paras 15.12 to 15.16) to be presented 6 weeks from the end of the financial year.

15.11. In line with the funding outcomes (para. 3.2), the Supplier shall provide an annual return which has been certified by the Supplier's external auditors to be presented 8 weeks from the end of the financial year

15.12. **Process indicators**

15.13. The Supplier shall monitor and report on the end-to-end process by which community organisations apply for funding including answers to the following questions:

- What proportion of the Fund has been utilised throughout the period and how can the utilisation of the fund be increased?
- What assistance have applicants required to secure funding under the scheme?
- Are there any other ways in which management of the Fund could be improved?
- What proportion of successful applicants to the Fund have applied to other loan or investment sources? What role does the Fund play in accessing other funding?
- What are the most common reasons for failed applications, or failing to progress towards next stages of project implementation?
- Are successful and unsuccessful loan recipients satisfied with the service and support they have received from the successful contractor?

15.14. **Impact indicators**

15.15. The Supplier shall also monitor and report on the economic, social and environmental costs/benefits of the projects which the Fund supports, including the following.

- The overall **economic benefits** realised through projects supported by the Fund such as:
 - Whether any jobs will be created (directly and indirectly),
 - The benefits of money reinvested into local economic development initiatives,
 - Value for money assessment of Government's return on investment (for example, the 'additionality' or the extent to which something happens as a result of the funding, and which would not have happened otherwise; 'wider benefits' that would accrue as a result of the funding)
- The overall net **environmental impacts** realised through projects supported by the Fund that focus on energy efficiency or other environmental improvements Including;
 - How will the Fund contribute towards progress against Government's energy efficiency and net zero priorities?
 - What are the impacts on the local environmental quality e.g. noise or water pollution and changes to landscapes?

- The **social and community impacts** realised through projects supported by the fund. Including;
 - o How has any income generated as a result of accessing funding through the Fund benefitted the local community?
 - o How will community developments impact upon quality of life and social capital measures for local residents such as satisfaction with local areas as a place live, community cohesion and effects on well-being?
 - o How the outcomes supported by the Fund have wider benefits, such as enhancing community participation in development issues, more accessible local services or bringing the community together for other initiatives, such as neighbourhood planning and local broadband projects?

16. End of Contract Assistance

- 16.1. Preparation for transfer of management of the Fund.
- 16.2. The Customer shall competitively tender the service at the end of the contract period. Prior to the end of the contract the Supplier and the Customer shall agree a process for an uninterrupted transfer of the Fund to new management if required.
- 16.3. The Supplier shall provide details and describe the services it shall be willing to commit to in the event of a change of provider, and include but not be limited to:
 - support with the creation of tender documentation,
 - provision of direction and support with migration planning,
 - activities to mitigate banking arrangements to a new provider,
 - provision of process, policy and legal documentation where required,
 - transferral of case management documentation,
 - comply with the Exit Provisions set out in Schedule 3.

17. Fund Repayment

- 17.1. Upon expiry or earlier termination of this contract, the Supplier and the Customer shall agree a process for the uninterrupted transfer of the Fund to any new Supplier which may take over the provision of the services.
- 17.2. In the event that the Customer decides to discontinue the Fund, the Supplier shall transfer the balance of any allocated funding to the Treasury in accordance with the Authority's instructions.

Schedule 2

Payment Schedule

The Customer agrees, subject to the Supplier's compliance with this Agreement, to make the following payments to the Supplier against receipt of a valid invoice.

Amount Payable to Supplier	Expected date of invoice
£20,000 FY22-23	Upon receipt of invoice in this FY

Schedule 3

Exit Strategy

1. The following definitions must apply in addition to the definitions contained in condition 2.1 of these Conditions (Definitions):

“Exit Plan” means the plan prepared and submitted by the Supplier to the Customer to enable the smooth closure of transfer of the Funded Activities to the Customer or successor of the Supplier.

General

2. The Supplier must prepare an Exit Plan within the first three months of this Agreement to allow the smooth closure of the Funded Activities.
3. The Supplier shall assist and co-operate with the Customer to ensure an orderly transition of the provision of the services to the replacement supplier and/or the completion of any work in progress.
4. The Supplier shall promptly provide all information concerning the provision of services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided and / or for the purposes of allowing the Customer and / or the Replacement Supplier to conduct due diligence.
5. Where the Customer intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Fund Agreement, either by performing them itself or by means of a successor, the Supplier must endeavour to ensure the smooth and orderly transition of the Funded Activities and must co-operate with the Customer or the successor, as the case may be, in order to achieve such transition.
6. When such endeavours and co-operation are outside the scope of the Fund, the Supplier must provide quotations for reasonable charges associated with providing such assistance and the Customer must pay such reasonable charges.
7. The Supplier must comply with any reasonable request of the Customer for information relating to the performance of the Funded Activities.

Exit Planning

8. The Supplier must, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Customer or the Supplier may instigate a review of the Exit Plan.
9. The Supplier must co-operate with all reasonable requests made by either the Customer or a successor body relating to exit transition arrangements for the Funded Activities.

Assistance

10. The Supplier must use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the

Authority, as the case may be, minimises any detrimental effect on the delivery of the Funded Activities and the Customer must use all reasonable endeavours to co-operate in such transfer.

Assets Register

11. The Supplier must maintain throughout the exit period of this Fund an asset register in accordance with the Terms and Conditions of the Funding Agreement.
12. The Supplier must not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Funding Agreement.

Documentation and Access

13. The Supplier must provide the Customer on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Customer or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:
 - the work programme, objectives/targets, and other services delivered by the Supplier under this Funding Agreement;
 - any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
 - software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third Party software identified by name of supplier, term of Fund, and charges payable under the Fund; and
 - any employees used by the Supplier to help deliver the Funded Activities who are essential to this delivery; this information must be provided under conditions of confidentiality reasonably acceptable to the Supplier.
14. The Customer may make the documentation available to suppliers who wish to bid for the provision of the activities. The Supplier must respond expediently and in full to any reasonable questions by the Customer or the suppliers and must co-operate with any reasonable due diligence activities carried out by suppliers.

Transfer Support Activities

15. The Supplier must co-operate with all reasonable requests made by either the Customer or a successor relating to the Funded Activities transition arrangements. The Customer and the Supplier must discuss the implementation plan for the transition of the activities to either the Customer or a Successor body.