

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the day of the final signature.

BETWEEN

(1) Department of Education of Sanctuary Buildings Great Smith Street, London SW1P 3BT (the "**Customer**"); and

(2) Mutual Ventures whose registered office is 2-6 Boundary Row, London, SE1 8HP whose company number is 07490364 (the "**Service Provider**")

1. WHEREAS the Customer wishes to have provided the following goods and/or services namely Delivery Partner Regional Care Co-operative Pathfinders and Commissioning, Forecasting and Market Shaping National Support pursuant to the ESPO Framework Agreement (reference 664-21).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (project_7961) and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - The documents as listed in Annex A-C, the contractors pricing schedule and bid.

Guidance contained in this document is intended for use by ESPO employees; however, it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of THE DEPARTMENT FOR EDUCATION

Signed by person authorised to sign on behalf of the Secretary of State for Education, Commercial:

Signature: [Redacted] Redacted Under Section 40 FOI Act

Name: [Redacted] Redacted Under Section 40 FOI Act
}}

Role: [Redacted] Redacted Under Section 40 FOI Act
}

Date: {Apr 19, 2024{ Dte2_es_:signer2:date
}}

Signed by

Mutual Ventures Limited

Signed by a person authorised to sign on behalf Mutual Ventures

Signature:

[REDACTED] <Redacted Under
Section 40 FOI Act>

Name:

[REDACTED] <Redacted Under
Section 40 FOI Act>

Role:

[REDACTED] <Redacted Under
Section 40 FOI Act>

Date:

{Apr 19, 2024{ Dte1_es_:signer1:date
}}

This document relates to and forms part of the Call-Off Terms
(Document Reference 664-21)
MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 664-21 Consultancy Services)

1. TERM
Commencement Date 19th April 2024 Expiry Date 31 st March 2025 Extension Period Potential x2 12 month extensions
2. GOODS AND/OR SERVICES REQUIREMENTS
Goods required Not Applicable Services and Deliverables required Please see Schedule 4 - Contract Specification Optional Services required Not applicable
Performance/Delivery Location/Premises Not Applicable
Standards

Quality Standards

Not Applicable

Technical Standards

Please see Schedule 4 – Contract Specification

Departmental Standards

Please see Annex 2

Disaster Recovery and Business Continuity



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3. SERVICE PROVIDER SOLUTION

Service Provider Solution

Schedule 6 - Technical Questions Response

Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

Programme and workstream management:

██████████ <Redacted under Section 40 of FOI Act>, RCC Workstrand Director, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, NS Workstrand Director, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Programme Manager, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, RCC Workstream manager and RCC
Learning lead, ██████████ <Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, NS Workstream manager and NS
Learning lead, ██████████ <Redacted under Section 40 of FOI Act>

RCC pathfinder lead coaches:

██████████ <Redacted under Section 40 of FOI Act>, RCC lead coach (Greater Manchester),
██████████ <Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, RCC lead coach (South East SLIP),
██████████ <Redacted under Section 40 of FOI Act>

RCC pathfinder subject matter experts:

██████████ Redacted under Section 40 of FOI Act, Educational Psychology and CYP
engagement, ██████████ Redacted under Section 40 of FOI Act

██████████ Redacted under Section 40 of FOI Act, Children's Social Care, ██████████ Redacted
under Section 40 of FOI Act

██████████ Redacted under Section 40 of FOI Act, Children's Social Care, ██████████ Redacted
under Section 40 of FOI Act

██████████ Redacted under Section 40 of FOI Act, Children's Social Care and Youth Justice,
██████████ Redacted under Section 40 of FOI Act

██████████ <Redacted under Section 40 of FOI Act>, Children's Social Care and Youth Justice,
██████████ <Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Health and Local Partnerships, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Fostering, ██████████ <Redacted under
Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Organisation Design, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Organisation Design, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, Health and Local Partnerships, ██████████
<Redacted under Section 40 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, S151 Funding agreements, ██████████
<Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act>, Data and Financial Modelling, [REDACTED]
<Redacted under Section 40 of FOI Act>

National Support subject matters experts:

[REDACTED] <Redacted under Section 40 of FOI Act>Commercial Lead, [REDACTED] <Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act> (Social Finance), Data Strategy Lead,
[REDACTED] <Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act> (Social Finance), Data Analysis Manager,
[REDACTED] <Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act>, Placement Commissioning, [REDACTED]
<Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act>Placement Commissioning, [REDACTED]
<Redacted under Section 40 of FOI Act>

Technical support partners:

[REDACTED] <Redacted under Section 40 of FOI Act>, Legal, [REDACTED] <Redacted under Section 40 of FOI Act>

[REDACTED] <Redacted under Section 40 of FOI Act>, Finance, [REDACTED] <Redacted under Section 40 of FOI Act>

ICT Revolutions, IT systems, [REDACTED] <Redacted under Section 40 of FOI Act>

Arcadis, Capital Build, [REDACTED] <Redacted under Section 40 of FOI Act>

Greenside, HR, [REDACTED] <Redacted under Section 40 of FOI Act>

Service Provider's inspection of the Premises and Infrastructure (where relevant)

Not Applicable

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

Approx. date	Milestone	Outputs
Apr 2024	Delivery partner contracted	Contract commencement
Apr 2024	Project management arrangements in place	Reporting schedule, format and named contact(s) agreed
Apr 2024	Project planning with LAs*	Detailed project plan developed (<i>including scrutinising/finalising plans developed to date by LAs/DfE</i>)
Apr 2024	Cost planning with LAs*	Detailed cost plan developed (<i>including scrutinising/finalising plans developed to date by LAs/DfE</i>)
Apr 2024	Pathfinder steering groups established*	List of named members from LAs, health and youth justice, schedule of meetings and work plan
Apr 2024	Governance arrangements in place with LAs*	Structure in place, named leads/decision makers
Apr-May 2024	Co-design process begins with LAs and health and justice partners*	Regular meetings and inputs (agendas, papers) (<i>This will now take place over a shorter period of 1-2 months max and may involve providing a different level of support to each pathfinder depending on their starting point</i>)
May 2024	Assessment of technical support required	Identified areas for technical support for each pathfinder and plan to resource these
April – July 2024	National support evidence gathering	Market engagement report

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July 2024 – Mar 2025	National support	Resources made available for LAs, webinars/workshops held and direct support provided
By Mar 2025	All pathfinder minimum criteria go live	
Mar 2025	End of initial contract period	

Please also refer to project plan in Schedule 6.

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Critical Service Failure

- (i) In relation to the Delivery Partner Regional Care Cooperatives Pathfinders and Commissioning, Forecasting and Market Shaping National Support, a Critical Service Failure shall mean a failure to meet KPI's over a 6 month period will result in termination of the contract.

Monitoring

Performance against each KPI will be carried out and monitored as detailed in Annex 1 – Specification. The supplier also commits to:

- **Informal Weekly meetings between DfE and MV programme leads** – to check progress, address issues and upcoming tasks.
- **Monthly progress reports** – to track support time and progress in each pathfinder region, monitor risks and mitigations.
- **Quarterly performance reports and meetings** – to discuss overall performance against agreed KPIs.
- **Frequent informal phone calls between programme leads** – to address arising matters.
- **Fortnightly catchups between coaches and pathfinders** – to provide support and gather information to inform the DfE.

Management Information

Management information is detailed in the KPIS in Schedule 4 – Contract Specification.

Key Performance Indicators and Milestones will be regularly reviewed with the department and may be revised in line with the Regional Care Cooperative Pathfinders plans and progress.

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5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate) Not

Applicable

Customer's equipment (where appropriate)

Not Applicable

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

The service provider will submit invoices in arrears to the department for processing.

Costing is based on the ESPO Framework day rates for Mutual Ventures.

The maximum total for the initial contract term (19th April 2024 – 31st March 2025) is £1,704,224.00 (net), as outlined in Schedule 7 – Pricing Schedule.

As the costs provided in Schedule 7 - Pricing Schedule are ceiling and the department will review them with the supplier on a 6 monthly basis and agree any adjustments.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Information regarding operating costs, staff costs and day rates of Mutual Ventures and our partners.

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8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms: Not Applicable

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Service Provider shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

In relation to this contract DfE are the data Controller and Mutual Ventures are the data Processors.

The below table shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

The contact details of the Buyer's Data Protection Officer are: [REDACTED] <Redacted under Section 40 of FOI Act> [REDACTED] <Redacted under Section 40 of FOI Act>

The contact details of the Supplier's Data Protection Officer are: [REDACTED] <Redacted under Section 40 of FOI Act> [REDACTED] <Redacted under Section 40 of FOI Act>

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Description	<p>Given the nature of the support procured/required by the Department, Mutual Ventures (as the Data Processor) is required to access and process information from each participating Local Authority.</p> <p>Our understanding of the Department's requirements (i.e. the statement of requirements) informs our approach to the request/collection/processing of data.</p> <p>Given our understanding of the requirements, it is not our intention to request or receive:</p> <ul style="list-style-type: none"> • Data that has not been anonymised 	
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	<p>• Special categories of personal data</p> <p>We will request that each participating Local Authority (or any other participating body) anonymises all data sent to Mutual Ventures. Our strong preference is for this information to be password protected.</p> <p>While we will require some specific information relating to an individual's current circumstances (i.e. age, post code, type and cost of placement, legal status of child, chronology of engagement with social care etc.), we do not require individual children/young people to be specifically identified (name, data of birth, ethnicity, religion, passport number, National Insurance Number etc.).</p> <p>Additionally, we may be required to access financial data from each Local Authority. Again, we will request that this is anonymised. An unique code* (i.e. random number) may need to be allocated to financial information relating to a specific individual; this identifier will also need to be applied to specific information relating to each child, which will allow us to attribute costs to particular cases.</p> <p>* = The term 'unique code' in this instance refers to a way in which financial data can be attributed to an anonymised individual. A random number or code can be used to link the two sources of data.</p> <p>We are committed to ensuring that all data received is anonymised. We will stress this point within our information request and during each mobilisation meeting with Local Authorities (and other participating bodies). Should we be required to access personal data in order to fulfil project requirements, we will in the first instance raise this requirement with the Data Controller.</p>	
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Subject matter of the processing	Cases of children and young people, temporarily or permanently in care.
Duration of the processing	The duration of the processing will be coterminous with the duration of the contract in place between the Department and Mutual Ventures (ending 31/03/2025 subject to potential extensions).

<p>Nature and purposes of the processing</p>	<p>Nature</p> <p>To understand existing and future demand, supply, quality and cost of placement provision for children and young people in care across RCC pathfinder areas and other areas in scope as directed by the Controller.</p> <p>To fulfil our contractual obligations to the Department (Data Controller), Mutual Ventures (as the Data Processor) will require specific information on individuals. As stated above, our strong preference is for this information to be anonymised so that no unique identifiers are provided, with all files containing this information transferred from a Local Authority being password protected.</p> <p>The nature of the Processing Mutual Ventures is required to undertake to fulfil our contractual obligations includes:</p> <ul style="list-style-type: none"> • Collection – to aid in the analysis of external data through the use of local, regional and national data. • Organisation – to aid in the analysis of local, regional and national data. • Structuring – to aid in the analysis of local, regional and national data. • Storage – to support continuous and ongoing work with individual Local Authorities or groups of local authorities over the duration of the contract. • Adaptation and/or alteration – should external data sets contain gaps that require amending/deletion, some validation, verification and amendments may be required to ensure robust
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	<p>analysis for each Local Authority.</p> <ul style="list-style-type: none"> • Alignment and/or combination – to provide analysis for all local authorities participating in the programme. • Dissemination – providing Local Authorities with the outputs of our analysis, in addition to providing the Department with a summary of findings. <p>Purpose</p> <p>Mutual Ventures will be contractually required (on behalf of the Department) to undertake work with a number of participating Local Authorities and other partners. We are required to provide local, regional and national analysis, from both quantitative and qualitative perspectives.</p>	
Type of Personal Data	<p>Anonymised case level personal and financial data that enables us to assess placement need (demand), provision (supply), quality and cost. As outlined above, we will request anonymised data sets from each participating Local Authority.</p> <p>Specific information required on anonymised individuals potentially includes:</p> <ul style="list-style-type: none"> • Age • Postcode • Type and cost of placement • Legal status of children • Chronology of engagement with social care • Financial history (placements, therapeutic support etc.) <p>In addition, to ensure a holistic approach to calculating the cost and sufficiency of placements is undertaken, we may require information on salary costs (including on-costs) of Council and Health staff supporting each child/young people (i.e. Social Worker). We will request that this information is anonymised and allocated a unique code that will allow for triangulation with the child's details and financial information.</p>	

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	Should further information be required (as a result of the work) further discussions will be
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	held with Department to ensure fulfilment of our obligations pursuant to the above information.
Categories of Data Subject	<p>The anticipated Data Subjects we are likely to require information on to fulfil our obligations to the Department include:</p> <ul style="list-style-type: none"> • Children and young people (anonymised) • Staff (anonymised) • Service providers (anonymised) • Case specific costs (anonymised) • System wide costs

<p>Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data.</p>	<p>All data will be securely and permanently deleted or destroyed as soon as it is either no longer required or at the latest on completion of the contract.</p> <p>Mutual Ventures complies with ISO27001 and ISO27002. The company has a current and valid Cyber Essentials Plus certificate.</p> <p>We adhere to secure data transfer, data handling and data storage systems and procedures (further details on Mutual Ventures' Integrated Management System are available upon request).</p> <p>Mutual Ventures does not retain data for longer than necessary. The retention period below has been established based on the rationale for holding each category of data.</p> <ul style="list-style-type: none"> Professional advisory work: End of contract period. <p>To confirm:</p> <ul style="list-style-type: none"> Data received from participating local authorities (and other bodies) will only be held electronically (i.e. no hard copies). All data will be stored on Mutual Ventures' secured server until the Department has confirmed that the contract has ended. Data received from participating parties and the Department will be securely deleted upon the expiry of the contract. We will engage with our IT support
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	<p>provider to ensure that all files containing data received during the project is successfully and completely deleted from our secured server.</p> <p>Deliverables created by Mutual Ventures (i.e. reports, plans, learning reports, and other outputs developed for the Department) will be securely stored by Mutual Ventures, in addition to being shared with the relevant Local Authorities and Department. These deliverables will contain no personal information or case specific information.</p>	
10. Personal Data under the Joint Control of the Parties NOT USED		

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THE CUSTOMER

- and -

THE SERVICE PROVIDER

CALL-OFF TERMS

relating to

CONSULTANCY SERVICES

CONTRACT REF

ESPO 664-21

CALL-OFF TERMS

BETWEEN

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- (1) The customer identified in the Form of Contract (the "Customer"); and
- (2) The company identified in the Form of Contract (the "Service Provider").

WHEREAS

- (A) ESPO selected framework providers, including the Service Provider, to provide Goods and/or Services;
- (B) the Service Provider undertook to provide the Goods and/or Services on the terms set out in a Framework Agreement number 664-21 dated 1st September 2021 (the "Framework Agreement");
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Contracts under the Framework Agreement with the Service Provider for the Service Provider to supply Goods and/or Services;
- (D) The Customer enters into this Contract on the terms hereinafter appearing.

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
"BCDR Plan"	means any plan relating to business continuity and disaster recovery as referred to in the Master Contract Schedule and/or any other Contract Document;
"Call-off Terms"	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the schedules hereto;

"Change in Law"	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Call-off Terms which comes into force after the Commencement Date;
"Commencement Date"	means the date set out in the Master Contract Schedule and/or the Form of Contract Document;
"Commercially Sensitive Information"	means the confidential information listed in set out at Schedule 9 of the Framework Agreement (if any) the Master Contract Schedule and/or a Contract Document comprising of commercially sensitive information relating to the Service Provider, its IPR or its business or which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Service Provider significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Customer's Confidential Information and/or the Service Provider's Confidential Information;
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the charges produced by the Service Provider pursuant to schedule 6 of the Framework Agreement;
"Contract"	means the contract entered into by the Customer and the Service Provider pursuant to Framework Schedule 4 (Ordering Procedure) of the Framework Agreement comprising of the Form of Contract Document, these Call-Off Terms, the schedules hereto, the Master Contract Schedule and any other Contract Document;
"Contract Document"	means all documents listed in the Form of Contract Document and/or within a schedule referred to in the Form of Contract Document;
"Contract Period"	means the period from the Commencement Date to: a) the Expiry Date; or b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Master Contract Schedule and/or any other Contract Document, for the full and proper performance by the Service Provider of its obligations under the Contract less any Service Credits;

"Contracting Authority"	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Customer;
"Control"	means control as defined in section 1124 Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller"	shall take the meaning given in the GDPR;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);
"Critical Service Failure"	shall have the meaning given in the Master Contract Schedule and/or any other Contract Document;
"Customer Data"	<p>means:</p> <p>(a) 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:</p> <p>(i) are supplied to the Service Provider by or on behalf of the Customer; or</p> <p>(ii) the Service Provider is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Customer is the Data Controller;</p>
"Customer Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Service Provider of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

"Customer's Premises"	the premises identified in the Master Contract Schedule and/or any other Contract Document and which are to be made available for use by the Service Provider for the provision of the Goods and/or Services on the terms set out in the Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in the Master Contract Schedule and/or any other Contract Document;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to the Contract;
"Customer's Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Service Providers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"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 any Personal Data Breach;
"Data Protection Legislation"	means the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Law Enforcement Directive (Directive (EU) 2016/680) (LED) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK including the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	shall take the meaning given in the GDPR;
"Data Subject"	shall take the meaning given in the GDPR;
"Data Subject Access 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;

"Default"	means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or Service Provider's Staff in connection with or in relation to the subject-matter of the Contract and in respect of which the Service Provider is liable to the Customer;
"Delay Payments"	means the amounts set out or amounts calculated in accordance with the formula set out in the Master Contract Schedule and/or any other Contract Document;
"Deliverables"	means those deliverables listed in the Master Contract Schedule and/or any other Contract Document (if any);
"Delivery"	means the time at which the Goods and/or Services have been installed by the Service Provider and the Customer has issued the Service Provider with confirmation in respect thereof and "Deliver" and "Delivered" shall be construed accordingly;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in clause 42.2;
"DPA 2018"	means Data Protection Act 2018;
"Employment Checks"	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Equality Legislation"	means the Equality Act 2010, the Human Rights Act 1998 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;

"Equipment"	means the Service Provider's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Service Provider (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Goods and/or Services;
"ESPO"	means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES;
"Expiry Date"	means the date set out in the Master Contract Schedule and/or any other Contract Document;
"Form of Contract"	means the document in the form set out at Schedule 3 of the Framework Agreement signed by the Customer and the Service Provider and which lists all of the Contract Documents;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Force Majeure"

means any event, occurrence or cause affecting the performance by either the Customer or the Service Provider of its obligations arising from:

- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of government, local government or Regulatory Bodies;
- d) fire, flood or any disaster acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Service Provider, the Service Provider's Staff or any other failure in the Service Provider or the SubContractor's supply chain; and
 - ii) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;

"GDPR"

means the General Data Protection Regulation (Regulation (EU) 2016/679);

"Good Industry Practice"

means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Goods and/or Services"

means the goods and/or services to be supplied as specified in the Form of Contract, Master Contract Schedule and/or any other Contract Document;

"Guarantee Period"

N/A

"Holding Company"

shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;

"Implementation Plan"	means the plan referred to in the Master Contract Schedule and/or any other Contract Document produced and updated in accordance with Schedule 2;
"Information"	has the meaning given under section 84 of the FOIA;
"Initial Term"	the period commencing on the Commencement Date and ending on the Expiry Date;
"Intellectual Property Rights" or "IPRs"	<p>means:</p> <ul style="list-style-type: none">a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and, moral rights and other similar rights or obligations;b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; andc) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off; <p>means the response submitted by the Service Provider to the Invitation to Tender issued by the Customer on the 6th March 2024.</p>
ITT Response	
"Key Personnel"	means the individuals (if any) identified in the Master Contract Schedule and/or any other Contract Document;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the Service Provider's or the Customer's possession before the Commencement Date;

"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply;
"LED"	means Law Enforcement Directive (Directive (EU) 2016/680);
"Management Information"	means the management information specified in Framework Schedule 7 (Management Information Requirements);
"Master Contract Schedule"	means the schedule attached to the Form of Contract at Schedule 3 of the Framework Agreement;
"Milestone"	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
"Milestone Date"	means the date set against the relevant Milestone in the Implementation Plan;
"Mirror Framework"	means any framework agreement entered into by the Service Provider and a company owned by ESPO;
"Month"	means calendar month and "monthly" shall be interpreted accordingly;
"Normal Business Hours"	means 8.00 am to 6.00 pm local UK time, each Working Day;
"Parent Company"	means any company which is the ultimate Holding Company of the Service Provider and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider;
"Party"	means the Service Provider or the Customer and "Parties" shall mean both of them;
"Personal Data"	shall take the meaning given in the GDPR;
"Personal Data Breach"	shall take the meaning given in the GDPR;
"Premises"	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Master Contract Schedule and/or any other Contract Document;
"Processor"	shall take the meaning given in the GDPR;
"Prohibited Act"	Means:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or ESPO 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; or
- b) committing any offence:
 - i) under the Bribery Act 2010;
 - ii) under legislation creating offences concerning fraudulent acts;
 - iii) at common law concerning fraudulent acts relating to the Contract or any other contract with ESPO and/or Customer and/or any other contracting body; or iv) involving slavery or human trafficking; or
- c) defrauding, attempting to defraud or conspiring to defraud ESPO and/or the Customer or any other contracting body.

"Project Specific IPRs"

means:

- (a) IPRs in the Services, Deliverables and/or Goods provided by the Service Provider (or by a third party on behalf of the Service Provider) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or
- (b) IPRs arising as a result of the provision of the Services, Deliverables and/or Goods by the Service Provider (or by a third party on behalf of the Service Provider) under the Contract,

"Property"

means the property, other than real property and IPR, issued or made available to the Service Provider by the Customer in connection with the Contract;

"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Public Contracts Directive"	means Directive 2014/24/EU of the European Parliament and of the Council;
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Master Contract Schedule and/or any other Contract Document) and any other applicable quality standards, Government codes of practice and guidance;
"Regulated Activity"	means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 (Children) or Part 2 (Vulnerable Adults) of the Safeguarding Vulnerable Groups Act 2006;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;
"Related Service Provider"	means any person who provides services to the Customer which are related to the Services from time to time;
"Replacement Service Provider"	any third party Service Provider of Replacement Services appointed by the Customer from time to time;
"Replacement Service"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Customer internally and/or by any third party;

"Request for Information"

means a request for information or an apparent request relating to the Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Service Credits"

means the sums referred to or sums calculated in accordance with Schedule 1 being payable by the Service Provider in respect of any failure by the Service Provider to meet one or more Service Levels;

"Service Levels"

means any service levels applicable to the provision of the Services as referred to Schedule 1;

"Service Provider"

means the person, firm or company with whom the Customer enters into the Contract as identified in the Form of Contract;

"Service Provider Personnel"

means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any SubContractor engaged in the performance of its obligations under this Contract;

"Service Provider Pre-Existing IPR"

shall mean any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

"Service Provider's Representative"

means the representative appointed by the Service Provider from time to time in relation to the Contract;

"Service Provider Solution"

means the Service Provider's solution for the provision of the Goods and/or Services as referred to in the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;

"Service Provider's Confidential Information"

means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel and Service Providers of the Service Provider, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Services"

means the services to be supplied as referred to in the Form of Contract, the Master Contract Schedule and the Contract Documents;

"Sites"	means any premises from which the Services are provided or from which the Service Provider manages, organises or otherwise directs the provision or the use of the Services;
"Specification"	means the specification in the Lots at Framework Schedule 1 (Goods and/or Services);
"Staff"	means all persons employed by the Service Provider and/or any Sub-Contractor to perform its obligations under the Contract together with the Service Provider's and/or any Sub-Contractor's servants, consultants, agents, Service Providers and SubContractors used in the performance of its obligations under the Contract;
"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and/or Services or any part thereof or facilities, goods or services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means the third party with whom the Service Provider enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract;
"Technical Standards"	means the technical standards set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Tender"	means the tender submitted by the Service Provider to the Customer in response to the Customer's invitation to Service Providers for formal offers to supply it with the Goods and/or Services pursuant to the Framework Agreement;
"Term"	the period of the Initial Term as may be varied by: (a) any extensions to this Contract which are agreed pursuant to clause 3; or (b) the earlier termination of this Contract in accordance with its terms;
"TFEU"	means the Treaty on the Functioning of the European Union (OJ No. C 115);

"Transferring Goods"	means goods comprised in the Goods and/or Services, title to which transfers between the Parties in accordance with clause 4.6.1;
"Treaties"	means the Treaty of the European Union (OJ No. C 115) and TFEU;
"Undelivered Goods and/or Services "	shall have the meaning given in clause 4.5.7;
"Valid Invoice"	means an invoice issued by the Service Provider to the Customer that complies with clause 11.2.2;
"Variation"	has the meaning given to it in clause 33;
"Variation Procedure"	means the procedure set out in clause 33;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales.

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any

subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "clauses" and "schedules" are, unless otherwise provided, references to the clauses of and schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in clause 1 shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;
- 1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Master Contract Schedule, these Call-Off Terms, any other Contract Document any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.11.1 the Framework Agreement;
 - 1.2.11.2 these Call-Off Terms;
 - 1.2.11.3 the Master Contract Schedule; and
 - 1.2.11.4 any other Contract Document or document referred to in these Call-Off Terms.

2. DUE DILIGENCE

- 2.1 The Service Provider acknowledges that it:
 - 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;
 - 2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and

2.1.3 has entered into this Contract in reliance on its own due diligence alone.

2.2 The Customer hereby confirms that it has all requisite authority to enter into the Contract.

3. CONTRACT PERIOD

3.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.

3.2 The Customer may extend this Contract beyond the Initial Term by a further period or periods as stated in the Master Contract Schedule (Extension Period). If the Customer wishes to extend this Contract, it shall give the Service Provider three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

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

3.4 If the Customer does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 20 shall apply.

4. SUPPLY OF GOODS AND/OR SERVICES

4.1 Supply of the Goods and/or Services

4.1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan.

4.1.2 The Service Provider shall supply the Goods and/or Services during the Contract Period in accordance with the Customer's requirements as set out in this Contract in consideration for the payment of the Contact Charges. The Customer may inspect and examine the manner in which the Service Provider supplies the Goods and/or Services at the Premises during Normal Business Hours on reasonable notice.

4.1.3 If the Customer informs the Service Provider in writing that the Customer reasonably believes that any part of the Goods and/or Services does not meet the requirements of the Contract or differs in any way from those requirements, the Service Provider shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.

4.1.4 The Service Provider accepts responsibility for all damage to, shortage or loss of the Ordered Goods if:

4.1.4.1 the same is notified in writing to the Service Provider within three (3) Working Days of receipt of the Ordered Goods by the Customer; and

4.1.4.2 the Ordered Goods have been handled by the Customer in accordance with the Service Provider's instructions.

4.1.5 Where the Service Provider accepts responsibility under clause 4.1.4 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the Service Provider's reasonable satisfaction, to have been lost or damaged in transit.

4.1.6 The Service Provider agrees that the Customer relies on the skill and judgment of the Service Provider in the supply of the Goods and/or Services and the performance of its obligations under the Contract.

4.2 Provision and Removal of Equipment

4.2.1 Unless otherwise stated in the Master Contract Document and/or any other Contract Document, the Service Provider shall provide all the Equipment necessary for the supply of the Goods and/or the Services.

4.2.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.

4.2.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Service Provider is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Service Provider shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Service Provider's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Service Provider.

4.2.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

4.2.5 The Service Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

4.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and

4.2.5.2 replace such item with a suitable substitute item of Equipment.

- 4.2.6 Upon termination or expiry of the Contract, the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Goods and/or Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or Service Provider's Staff.

4.3 Quality

- 4.3.1 The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 4.3.2 The Service Provider shall ensure that the Staff shall at all times during the Contract Period:
- 4.3.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;
 - 4.3.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - 4.3.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 4.3.3 The Service Provider shall without prejudice to clause 4.1.4 above perform its obligations under the Contract in a timely manner.
- 4.3.4 The Service Provider shall supply the Goods and/or Services and, where relevant, install the Goods in accordance with the Specification in the Framework Agreement (if any) (as a minimum), the Master Contract Schedule and/or any other Contract Document and in accordance with all applicable Laws, including but not limited to, any obligation implied by sections 12, 13 and 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.
- 4.3.5 The Service Provider shall at all times during the Contract Period ensure that:

- 4.3.5.1 the Goods and/or Services conform in all respects with the specifications set out in the Master Contract Schedule and/or any other Contract Document and/or where applicable the Framework Agreement;
- 4.3.5.2 the Goods and/or Services operate in accordance with the relevant technical specifications and correspond with all requirements set out in the Master Contract Schedule and/or any other Contract Document;
- 4.3.5.3 the Goods and/or Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
- 4.3.5.4 the Goods are free from defects in design and workmanship and are fit for the purpose that such Goods are ordinarily used for and for any particular purpose made known to the Service Provider by the Customer; and
- 4.3.5.5 the Goods and/or Services are supplied in accordance with the Service Provider Solution.

4.4 Delivery (Goods only) – Not applicable

4.5 Delivery

- 4.5.1 The Service Provider shall Deliver the Goods and provide the Services in accordance with the Implementation Plan and Milestones.
- 4.5.2 The issue by the Customer of a receipt note for delivered Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.
- 4.5.3 Time of delivery in relation to commencing and/or supplying the Goods and/or Services shall be of the essence and if the Service Provider fails to deliver the Goods and/or Services within the time specified in accordance with clause 4.1.1 and/or the Master Contract Schedule and/or any other Contract Document and without prior written Approval, the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 4.5.4 Except where otherwise provided in the Contract, the Goods shall be installed and the Services provided by the Staff or the Sub-Contractors at such place or places as set out in the Master Contract Schedule and/or any other Contract Document.
- 4.5.5 Where the Goods are delivered by the Service Provider, the point of delivery shall be when the Goods are removed from the transporting

vehicle at the Premises. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.

- 4.5.6 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods and/or Services by the Staff or the Service Provider's Service Providers or carriers at such place as the Customer or duly authorised person shall reasonably direct.
- 4.5.7 In the event that not all of the Goods and/or Services are Delivered by the relevant Milestone Dates specified in the Implementation Plan ("**Undelivered Goods and/or Services**") then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.
- 4.5.8 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity specified in the Master Contract Schedule and/or any other Contract Document. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Service Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Service Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Service Provider.

4.6 **Ownership and Risk**

- 4.6.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.6.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.7 **Guarantee**

The Service Provider hereby guarantees the Transferring Goods for the Guarantee Period against faulty materials and workmanship. If the Customer shall within such Guarantee Period or within twenty five (25) Working Days thereafter give notice in writing to the Service Provider of any defect in any of the Transferring Goods as may have arisen during such Guarantee Period under proper and normal use, the Service Provider shall (without prejudice to any

other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

5. ASSISTANCE ON EXPIRY OR TERMINATION

- 5.1 In the event that the Contract expires or is terminated, the Service Provider shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Service Provider.

6. DISASTER RECOVERY AND BUSINESS CONTINUITY

- 6.1 The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

7. MONITORING OF CONTRACT PERFORMANCE

- 7.1 The Service Provider shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.
- 7.2 Where requested by the Customer, the Service Provider shall supply the Management Information to the Customer in the form and periodically as specified in the Master Contract Schedule.

8. DISRUPTION

- 8.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 8.2 The Service Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Service Provider's own employees or others, which affects or might affect the Service Provider's ability at any time to perform its obligations under the Contract.
- 8.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under the Contract.
- 8.4 If the Service Provider's proposals referred to in clause 8.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.

- 8.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

9. SERVICE LEVELS AND REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES OR PROVISION OF THE GOODS

- 9.1 The Service Provider shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Customer to Service Credits calculated in accordance with the provisions of schedule 1 or in the event of a Critical Service Failure shall give rise to a right for the Customer to terminate the Contract with immediate effect upon giving written notice to the Service Provider.
- 9.2 The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 9.3 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Service Provider fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:
- 9.3.1 at the Customer's option, give the Service Provider the opportunity at the Service Provider's expense to either remedy any defect in the Goods and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 9.3.2 reject the Goods (in whole or in part) and require the Service Provider to remove the Goods (in whole or in part) at the risk and cost of the Service Provider on the basis that a full refund for the Goods so rejected shall be paid to the Customer forthwith by the Service Provider;
 - 9.3.3 refuse to accept any further Goods and/or Services to be Delivered but without any liability to the Customer;
 - 9.3.4 if the Master Contract Schedule and/or any other Contract Documents provide for the payment of Delay Payments, then the Service Provider shall pay such amounts (calculated in accordance with the Master

Contract Schedule and/or any other Contract Document) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is met;

- 9.3.5 carry out at the Service Provider's expense any work necessary to make the Goods and/or Services comply with the Contract;
- 9.3.6 without terminating the Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Service Provider will once more be able to supply all or such part of the Goods and/or Services in accordance with the Contract;
- 9.3.7 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services; and/or
- 9.3.8 charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

9.4 In the event that the Service Provider:

- 9.4.1 fails to comply with clause 9.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
 - 9.4.2 persistently fails to comply with clause 9.3 above,
- the Customer may terminate the Contract with immediate effect by giving the Service Provider notice in writing.

10. PREMISES – Not Applicable

11. PAYMENT AND CONTRACT CHARGES

11.1 Contract Charges

- 11.1.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with clause 11.2 (Payment and VAT).
- 11.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Service Provider of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with the Contract.
- 11.1.3 If at any time during the Contract Period the Service Provider reduces its rates of Charges for any Goods and/or Services which is provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Service Provider shall immediately reduce the Contract Price for such Goods and/or Services under the Contract by the same amount.
- 11.1.4 The benefit of any work being done pursuant to the provisions of Schedule 6 (Value for Money) of the Framework Agreement which is specifically commissioned from the Service Provider by another contracting body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Goods and/or Services or to facilitate their delivery shall be offered by the Service Provider to the Customer at no charge.
- 11.1.5 The Parties acknowledge that the Service Provider is required to pay to ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each call-off contract at a percentage agreed in the Framework Agreement.

11.2 Payment and VAT

- 11.2.1 Where the Service Provider submits an invoice to the Customer, the Customer will consider and verify that invoice in a timely fashion.
- 11.2.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods supplied and/or the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. The Customer shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the following standard on electronic invoicing: the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

- 11.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 11.2.4 Where the Customer fails to comply with clause 11.2.1 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 clause 11.2.2 after a reasonable time has passed.
- 11.2.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:
- (a) provisions having the same effect as clauses 11.2.1 – 11.2.3 of this Contract; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include any Sub-Contract which it awards provisions have the same effect as clauses 11.1.1 – 11.1.4 of this Contract.

For the purposes of this sub clause 11.2.5 "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 part of this Contract.

- 11.2.6 The Service Provider shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause 11.2.6 shall be paid by the Service Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 11.2.7 The Service Provider shall not suspend the supply of the Services and/or Goods (as applicable) unless the Service Provider is entitled to terminate the Contract under clause 26 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at 3% above the Bank of England base rate.

11.3 Recovery of Sums Due

- 11.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from

any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.

- 11.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 11.3.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.
- 11.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

11.4 Euro

- 11.4.1 Any requirement of Law to account for the Goods and/or Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Service Provider free of charge to the Customer.
- 11.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 11.4.1 by the Service Provider.

12. KEY PERSONNEL

- 12.1 The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 12.2 The Service Provider shall provide the Customer with at least one (1) Month's written notice of its intention to replace any member of Key Personnel.
- 12.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Service Provider or Sub-Contractor.
- 12.4 The Service Provider acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Goods and/or Services to the Customer. The Service Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and

experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

- 12.5 The Customer may also require the Service Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

13. SERVICE PROVIDER'S STAFF

- 13.1 The Customer may, by written notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:

13.1.1 any member of the Staff; or

13.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 13.2 At the Customer's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

- 13.3 Staff engaged within the boundaries of the Customer's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's Premises.

- 13.4 If the Service Provider fails to comply with clause 13.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

- 13.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Service Provider and Staff have failed to comply with clause 13.2 shall be final and conclusive.

Children and Vulnerable Adults

- 13.6 Where the provision of the Goods and/or Services requires any of the Service Provider's employees or volunteers to work in a Regulated Activity with children and/or vulnerable adults, the Service Provider will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the

appropriate check of the Children's Barred List relating to the protection of children.

- 13.7 The Service Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.
- 13.8 The Service Provider will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.
- 13.9 The Service Provider will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other agreement or arrangement with the Customer.
- 13.10 Where the provision of the Goods and/or Services does not require any of the Service Provider's employees or volunteers to work in a Regulated Activity but where the Service Provider's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Service Provider will in respect of such employees and volunteers:
- a) carry out Employment Checks; and
 - b) carry out such other checks as may be required by the Disclosure & Barring Service from time to time through the Contract Period.
- 13.11 Where the principle obligation of the Service Provider is to effect delivery of goods to a site and does not require any element of on-site working including installation and commissioning of Goods in a private dwelling, neither the Service Provider nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Service Provider shall ensure that those engaged in undertaking the duties under this contract, including employees, servants, agents and others are of suitable standing and good character and provide them with copies of the Specification and secure their written acknowledgement of receipt and understanding.

14. TUPE – Not Applicable

15. STAFFING SECURITY

- 15.1 The Service Provider shall comply with the Customer's staff vetting procedures (where provided to the Service Provider) in respect of all Service Provider Staff employed or engaged in the provision of the Goods and/or Services. The Service Provider confirms that all Staff employed or engaged by the Service Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Customer's staff vetting procedures.

- 15.2 The Service Provider shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Goods and/or Services to ensure compliance with the Customer's staff vetting procedures.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Save as granted under this Contract, neither the Customer nor the Service Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 16.2 The Service Provider shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Service Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 16.3 With respect to the Service Providers obligations under the Contract, the Service Provider warrants and represents that:
- 16.3.1 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Contract;
 - 16.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by the Customer;
- 16.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:
- 16.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and
 - 16.4.2 performance of the Service Provider's responsibilities and obligations hereunder.
- 16.5 The Service Provider shall promptly notify the Customer if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Goods and/or Services (or any parts thereof)

and/or the performance of the Service Provider's responsibilities and obligations hereunder.

16.6 If a claim or demand is made or action brought to which clause 16.3 and/or 16.4 may apply, or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may at its own expense and within a reasonable time either:

- 16.6.1 modify any or all of the affected Goods and/or Services without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Goods and/or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services; or
- 16.6.2 procure a licence to use the Goods and/or Services on terms that are reasonably acceptable to the Customer; and
- 16.6.3 in relation to the performance of the Service Provider's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

16.7 Customer Data

- 16.7.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 16.7.2 The Service Provider shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Service Provider of its obligations under the Contract or as otherwise expressly Approved by the Customer.
- 16.7.3 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 16.7.4 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 16.7.5 The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the security policy reasonably requested by the Customer.

16.7.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Customer may:

16.7.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with any BCDR Plan and the Service Provider shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or

16.7.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any BCDR Plan.

16.7.7 If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.

16.8 Protection of Personal Data

16.8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in section 9 of the Master Contract Schedule to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in section 9 of the Master Contract Schedule by the Customer and may not be determined by the Service Provider.

16.8.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

16.8.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

16.8.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

16.8.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Goods and/or Services;

16.8.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

16.8.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

16.8.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

16.8.4.1 process that Personal Data only in accordance with section 9 of the Master Contract Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

16.8.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

16.8.4.3 ensure that:

- (v) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular section 9 of the Master Contract Schedule);
- (vi) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel (including any subprocessors or third-party processors) who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in

writing to do so by the Customer or as otherwise permitted by this Contract; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

16.8.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) (the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and

16.8.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Service Provider is required by Law to retain the Personal Data.

16.8.5 Subject to clause 16.8.6, the Service Provider shall notify the Customer immediately if it:

16.8.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

16.8.5.2 receives a request to rectify, block or erase any Personal Data;

16.8.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

16.8.5.4 receives any communication from the Information Commissioner or any other regulatory authority in

connection with Personal Data processed under this Contract;

- 16.8.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 16.8.5.6 becomes aware of a Data Loss Event.
- 16.8.6 The Service Provider's obligation to notify under clause 16.8.5 shall include the provision of further information to the Customer in phases, as details become available.
- 16.8.7 Taking into account the nature of all processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - 16.8.7.1 the Customer with full details and copies of the complaint, communication or request;
 - 16.8.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 16.8.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 16.8.7.4 assistance as requested by the Customer following any Data Loss Event;
 - 16.8.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 16.8.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
 - 16.8.8.1 the Customer determines that the processing is not occasional;
 - 16.8.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR

or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- 16.8.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.8.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 16.8.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 16.8.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:
 - 16.8.11.1 notify the Customer in writing of the intended Sub-processor and processing;
 - 16.8.11.2 obtain the written consent of the Customer;
 - 16.8.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 16.8 such that they apply to the Sub-processor; and
 - 16.8.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 16.8.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 16.8.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 16.8.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 16.8.15 Notwithstanding clause 16.8.1 the Parties acknowledge that they are also Joint Controllers for the purpose of the Data Protection Legislation in respect of: In respect of the Personal Data under Joint Control and identified herein, clause 16.8.1 – 16.8.4 will not apply and the Parties agree to comply with the requirements as detailed in Section 10 of the Master Contract Schedule.]

16.9 Security of Premises

- 16.9.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.
- 16.9.2 The Customer shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request an opportunity to inspect its physical security arrangements.

16.10 Confidentiality

- 16.10.1 Except to the extent set out in this clause 16.10 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 16.10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 16.10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 16.10.2 Clause 16.10.1 shall not apply to the extent that:
- 16.10.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 19.11 (Freedom of Information);
 - 16.10.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.10.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 16.10.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.10.2.5 it is independently developed without access to the other Party's Confidential Information.

- 16.10.3 The Service Provider may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 16.10.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 16.10.5 At the written request of the Customer, the Service Provider shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 16.10.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Service Provider breaching its obligations as to confidentiality under or in connection with this Contract, the Service Provider shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Service Provider shall provide such evidence to the Customer as the Customer may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that the Service Provider is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality.
- 16.10.7 Nothing in this Contract shall prevent the Customer from disclosing the Service Provider's Confidential Information (including the Management Information obtained under clause 7.2):
- 16.10.7.1 to any Contracting Authority. All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority;
 - 16.10.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;
 - 16.10.7.3 for the purpose of the examination and certification of the Customer's accounts; or

16.10.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

16.10.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 16.10.7 is made aware of the Customer's obligations of confidentiality.

16.10.9 Nothing in this clause 16.10 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the

Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

16.10.10 In the event that the Service Provider fails to comply with clause 16.10.1 to clause 16.10.6, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.

16.10.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

16.11 Freedom of Information

16.11.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

16.11.2 The Service Provider shall and shall procure that its Sub-Contractors shall:

16.11.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

16.11.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and

16.11.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the

Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

16.11.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

16.11.4 In no event shall the Service Provider respond directly to a Request for Information unless authorised in writing to do so by the Customer.

16.11.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 16.10) the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Goods and/or Services:

16.11.5.1 in certain circumstances without consulting the Service Provider; or

16.11.5.2 following consultation with the Service Provider and having taken their views into account,

provided always that where clause 16.11.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

16.11.6 The Service Provider shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

16.11.7 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 16.11.5.

16.12 Transparency

16.12.1 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 Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

16.12.2 Notwithstanding any other term of the Contract, the Service Provider hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.

16.12.3 The Customer may consult with the Service Provider to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

16.12.4 The Service Provider shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

17. WARRANTIES AND REPRESENTATIONS

17.1 The Service Provider warrants, represents and undertakes to the Customer that:

- 17.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
- 17.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 17.1.3 in entering the Contract it has not committed any Fraud;
- 17.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 17.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 17.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Goods and/or Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;

- 17.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 17.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 17.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 17.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;
- 17.1.11 at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 17.1.12 at the Commencement Date it has not: (1) communicated to any person other than the Customer the amount or approximate amount of the proposed price tendered in any Further Competition Procedure, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; (2) entered into any agreement or arrangement with any person that it shall refrain from tendering or as to the amount of any tender submitted in any Further Competition Procedure; or (3) offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed price tendered in any Further Competition Procedure any act or thing of the sort described in this clause 17.1.12. In the context of this clause 17.1.12 the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

17.2 The Service Provider warrants represents and undertakes to the Customer that:

- 17.2.1 the Goods and/or Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- 17.2.2 it shall discharge its obligations hereunder (including the provision of the Goods and/or Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;
- 17.2.3 the Goods and/or Services are and will continue to be during the Contract Period:
 - 17.2.3.1 of satisfactory quality; and
 - 17.2.3.2 in conformance with the relevant specifications set out in this Contract, the relevant order and (if applicable) the manufacturer's specifications and documentation;
- 17.2.4 in the three (3) Years prior to the Commencement Date:
 - 17.2.4.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - 17.2.4.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
 - 17.2.4.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract; and
 - 17.2.4.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.

17.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Service Provider.

17.4 The Service Provider acknowledges and agrees that:

- 17.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and
- 17.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

18. LIABILITIES

18.1 Liability

- 18.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
 - 18.1.1.1 death or personal injury caused by its negligence or that of its Staff;
 - 18.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
 - 18.1.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 18.1.1.4 any claim under clause 17.1;
 - 18.1.1.5 any claim under the indemnity in clauses 11.2.6,, 16.4, in respect of a breach of clause 16.10; or
 - 18.1.1.6 any other matter which, by Law, may not be excluded or limited.
- 18.1.2 Subject to clause 18.1.4 and clause 18.1.5 the Service Provider shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non-supply, of the Goods and/or Services or the performance or non-performance by the Service Provider of its obligations under the Contract or the presence of the Service Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly by any act or omission of the Service Provider.
- 18.1.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense 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 Contract.

- 18.1.4 Subject always to clause 18.1.1 and clause 18.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:

18.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed ten million pounds (£10,000,000); and

18.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed ten million pounds sterling (£10,000,000).

- 18.1.5 Subject to clause 18.1.1, in no event shall either Party be liable to the other for any:

18.1.5.1 loss of profits;

18.1.5.2 loss of business;

18.1.5.3 loss of revenue;

18.1.5.4 loss of or damage to goodwill;

18.1.5.5 loss of savings (whether anticipated or otherwise); and/or

18.1.5.6 any indirect, special or consequential loss or damage.

- 18.1.6 The provisions of 18.1.1 shall not be taken as limiting the right of the Customer to recover as a direct loss:

18.1.6.1 any additional operational and/or administrative expenses arising from the Service Provider's Default;

18.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Service Provider's Default;

18.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Service Provider; and

18.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in

connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Service Provider.

- 18.1.7 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Service Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

18.2 Insurance

- 18.2.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be maintained for the Contract Period.
- 18.2.2 The Service Provider shall hold employers liability insurance in respect of Staff with a minimum limit of five million pounds sterling (£5,000,000) for any one occurrence.
- 18.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of five million pounds sterling (£5,000,000) for any one occurrence.
- 18.2.4 The Service Provider shall effect and maintain a professional indemnity insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of two million pounds sterling (£2,000,000) for any one claim and in the aggregate, or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period.
- 18.2.5 Not Applicable
- 18.2.6 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- 18.2.7 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 18.2.8 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 18.
- 18.2.9 The Service Provider shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Service Provider shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

18.3 Taxation, National Insurance and Employment Liability

- 18.3.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Service Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff

whether during the Contract Period or arising from termination or expiry of the Contract.

19. TERMINATION

19.1 Termination on insolvency

- 19.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Service Provider where the Service Provider is a company and in respect of the Service Provider:

19.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition

scheme or arrangement with, or assignment for the benefit of, its creditors; or

19.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

19.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

19.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

19.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

19.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986 ; or

19.1.1.7 being a "small company" within the meaning of section 82(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

19.1.1.8 any event similar to those listed in clause 19.1.1.1 to 19.1.1.7 occurs under the law of any other jurisdiction.

19.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:

19.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider's creditors; or

19.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider's bankruptcy; or

19.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider's assets or a person

becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

19.1.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or

19.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days; or

19.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

19.1.2.7 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

19.2 Termination on Change of Control

19.2.1 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

19.2.1.1 being notified that a Change of Control has occurred or is planned or in contemplation; or

19.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

For the purposes of clause 19.2.1 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

19.3 Termination on Default

19.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a Default and if:

19.3.1.1 the Service Provider has not remedied the Default to the satisfaction of the Customer within thirty (30) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

19.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

19.3.1.3 the Default is a material breach of the Contract; or

19.3.1.4 the Default concerns the Service Provider's obligations under this Contract in relation to the Modern Slavery Act 2015.

19.3.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Service Provider.

19.3.3 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the period specified in clause 11.2, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 11.3 (Recovery of Sums Due).

19.4 Termination of Framework Agreement

The Customer may terminate the Contract by giving written notice to the Service Provider with immediate effect if the Framework Agreement is fully or partly terminated for any reason whatsoever.

19.5 Termination on Financial Standing

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change

in the financial standing and/or the credit rating of the Service Provider (as measured from the Commencement Date) which:

- 19.5.1 adversely impacts on the Service Provider's ability to supply the Goods and/or Services under this Contract; or
- 19.5.2 could reasonably be expected to have an adverse impact on the Service Providers ability to supply the Goods and/or Services under this Contract.

19.6 Termination on Audit

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Service Provider commits a Default of clauses 26.1 to 26.5 or clause 26.7 (Records and Audit Access).

19.7 Termination in relation to Benchmarking

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice if the Service Provider refuses or fails to comply with its obligations as set out in Schedule 6 of the Framework Agreement (Value for Money).

19.8 Partial Termination

If the Customer is entitled to terminate this Contract pursuant to this clause 19, it may (at its sole discretion) terminate all or part of this Contract.

19.9 Termination in compliance with Public Contracts Regulations 2015

The Customer may terminate Contracts where:

- 19.9.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the PCR 2015;
- 19.9.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the PCR 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure; or
- 19.9.3 the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

19.10 Termination without Cause

Subject to the content of clause 20.2 the Customer shall have the right to terminate the Contract at any time by giving not less than twelve (12) months written notice to the Service Provider.

19.11 Termination on termination of the Mirror Framework

In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Contract by serving notice in writing with effect from the date specified in such notice.

20. CONSEQUENCES OF EXPIRY OR TERMINATION

20.1 Where the Customer terminates the Contract under clauses 19.3 (Termination on Default), 19.6 (Financial Standing), 19.7 (Audit), 19.8 (Benchmarking) and then makes other arrangements for the supply of Goods and/or the Services, the Customer may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clauses 19.3, 19.6, 19.7 and 19.8, no further payments shall be payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.

20.2 Subject to clause 20 where the Customer terminates the Contract under clause 19.10 (Termination without Cause), the Customer shall indemnify the Service Provider against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable direct loss by the Service Provider by reason of the termination of the Contract, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under clause 19.10 (Termination without Cause).

20.3 The Customer shall not be liable under clause 20.2 to pay any sum which:

20.3.1 was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

20.3.2 when added to any sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the

Service Provider if the Contract had not been terminated prior to the expiry of the Contract Period.]

20.4 On the termination of the Contract for any reason, the Service Provider shall:

- 20.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and/or Services;
- 20.4.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Service Provider with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Service Provider;
- 20.4.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.
- 20.4.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Service Provider under clause 4.2. Such property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);
- 20.4.5 transfer to the Customer and/or the Replacement Service Provider (as notified by the Customer) such of the Licensed Goods and/or contracts as are notified to it by the Service Provider and/or the Customer in return for payment of the costs (if any) notified to the Customer by the Service Provider in respect of such Licensed Goods and/or contracts and/or any other items of relevance;
- 20.4.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or provide all such assistance and co-operation as the Customer may reasonably require;
- 20.4.7 return to the Customer any sums prepaid in respect of the Goods and/or Services not provided by the date of expiry or termination (howsoever arising); and
- 20.4.8 promptly provide all information concerning the provision of the Goods and/or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the

Goods and/or Services have been provided or for the purpose of allowing the Customer or the Replacement Service Provider to conduct due diligence.

- 20.5 If the Service Provider fails to comply with clause 20.4.1 and 20.4.8, the Customer may recover possession thereof and the Service Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted agents or Sub-Contractors where any such items may be held.
- 20.6 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 20.4.5 and 20.4.8 free of charge. Otherwise, the Customer shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.
- 20.7 At the end of the Contract Period (howsoever arising) the licence granted pursuant to clause 10.2.1 shall automatically terminate without the need to serve notice.
- 20.8 Save as otherwise expressly provided in the Contract:
 - 20.8.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
 - 20.8.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clauses 11.2 (Payment and VAT), 11.3 (Recovery of Sums Due), 16 (Intellectual Property Rights), 16.8 (Protection of Personal Data), 16.10 (Confidentiality), 16.11 (Freedom of Information), 18 (Liabilities), 20 (Consequences of Expiry or Termination), 25 (Prevention of Bribery and Corruption), 26 (Records and Audit Access), 27 (Prevention of Fraud), 31 (Cumulative Remedies), 37 (Conflicts of Interest), 39 (The Contracts (Rights of Third parties) Act 1999) and 42.1 (Governing Law and Jurisdiction).

21. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 21.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, Service Providers, professional advisors and consultants comply with this clause 21. Any such press announcements or publicity proposed under this clause 21.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,

21.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in

accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

21.3 The Service Provider shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

22. ANTI-DISCRIMINATION

22.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

22.2 The Service Provider shall take all reasonable steps to secure the observance of clause 23.1 by all Staff employed in performance of this Contract.

22.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other law, enactment, order or regulation.

22.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Contract being in contravention of Equality Legislation or any other law, enactment, order or regulation relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Service Provider's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

22.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's Staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.

- 22.6 The Service Provider must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 22.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Service Provider shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

23. HEALTH AND SAFETY

- 23.1 The Service Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Service Provider in the performance of its obligations under the Contract.
- 23.2 While on the Customer's Premises, the Service Provider shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 23.3 The Service Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 23.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Goods and/or Services under the Contract.
- 23.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Customer on request.

24. ENVIRONMENTAL REQUIREMENTS

- 24.1 The Service Provider shall, when working on the Premises, perform its obligations under the Contract in accordance with the Customer's environmental policy (where provided), which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

25. PREVENTION OF BRIBERY AND CORRUPTION

25.1 The Service Provider shall not:

- 25.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;
- 25.1.2 engage in and shall procure that all Service Provider's Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption; and
- 25.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916.

25.2 The Service Provider warrants, represents and undertakes that it has not:

- 25.2.1 paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and
- 25.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and ESPO before execution of this Contract;

25.3 The Service Provider shall:

- 25.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
- 25.3.2 immediately notify the Customer and ESPO if it suspects or becomes aware of any breach of this clause 25;
- 25.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 25 and the Service Provider shall co-operate with any investigation and allow the Customer to audit Service Provider's books, records and any other relevant documentation in connection with the breach;

- 25.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Service Provider and all persons associated with it or other persons who are supplying the Goods and/or Services in connection with this Contract compliance with this clause 25. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request;
 - 25.3.5 have and maintain an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Service Provider's behalf from committing a Prohibited Act and shall enforce it where appropriate.
- 25.4 If the Service Provider, its Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf, in all cases whether or not acting with the Service Provider's knowledge breaches:
- 25.4.1 this clause 25; or
 - 25.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,
- the Customer shall be entitled to terminate this Contract by written notice with immediate effect.
- 25.5 Without prejudice to its other rights and remedies under this clause 25, the Customer shall be entitled to recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from and against:
- 25.5.1 the amount of value of any such gift, consideration or commission; and
 - 25.5.2 any other loss sustained by the Customer in consequence of any breach of this clause 25.

26. RECORDS AND AUDIT ACCESS

- 26.1 The Service Provider shall keep and maintain for six (6) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and/or Services provided under it, the amounts paid by the Customer and records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract.

- 26.2 The Service Provider shall keep the records and accounts referred to in clause 26.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 26.3 The Service Provider shall afford the Customer and the Auditors access to the records and accounts referred to in clause 26.2 at the Service Provider's premises and/or provide copies of such records and accounts and/or permit Auditors to meet the Service Provider's Staff, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:
- 26.3.1 to verify the accuracy of the Contract Price (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Service Provider (including Sub-Contractors) of the Services;
 - 26.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Service Provider;
 - 26.3.3 to review the Service Provider's compliance with the DPA in accordance with this Contract and any other Laws;
 - 26.3.4 to review the Service Provider's compliance with its continuous improvement and benchmarking obligations set out in schedule 6 of the Framework Agreement;
 - 26.3.5 to review the Service Provider's compliance with its security obligations set out in clause 16;
 - 26.3.6 to review any books of account kept by the Service Provider in connection with the provision of the Service;
 - 26.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 26.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or
 - 26.3.9 to ensure that the Service Provider is complying with its obligations under this Contract, including but not limited to its obligations thereunder relating to the Modern Slavery Act 2015.
- 26.4 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.

- 26.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Contract Period and for a period of six (6) Years after termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or its Auditors.
- 26.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services or supply of Goods save insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 26.7 Subject to the Service Provider's rights in respect of Confidential Information, the Service Provider shall on demand provide the Auditors with all reasonable cooperation and assistance in relation to each audit, including:
- 26.7.1 all reasonable information requested by the Customer within the scope of the audit;
 - 26.7.2 reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Goods and/or Services; and
 - 26.7.3 access to the Staff.
- 26.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

27. PREVENTION OF FRAUD

- 27.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Service Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 27.2 The Service Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Service Provider or its Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 27.3 If the Service Provider or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:
- 27.3.1 terminate the Contract with immediate effect by giving the Service Provider notice in writing; and/or

- 27.3.2 recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this clause 27 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

28. TRANSFER AND SUB-CONTRACTING

- 28.1 The Service Provider shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval.
- 28.2 The Service Provider shall not substitute or remove a Sub-Contractor or appoint an additional Sub-Contractor without the prior written consent of ESPO and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this clause 28, the Service Provider shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

29. FORCE MAJEURE

- 29.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.
- 29.2 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or Service Provider shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or Service Provider is itself impeded by Force Majeure from complying with an obligation to the Service Provider.
- 29.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause 29.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.
- 29.4 If an event of Force Majeure event affects the Services, the Customer may direct the Service Provider to procure those Goods and/or Services from a third party Service Provider in which case the Service Provider will be liable for payment for the provision of those Goods and/or Services for as long as the delay in performance continues.

- 29.5 The Service Provider will not have the right to any payment from the Customer under this Contract where the Service Provider is unable to provide the Goods and/or Services because of an event of Force Majeure. However if the Customer directs the Service Provider to use a replacement Service Provider pursuant to sub-clause 29.4, then the Customer will pay the Service Provider (a) the Contract Price; and (b) the difference between the Contract Price and the new Service Provider's costs if, in respect of the Goods and/or Services that are subject to Force Majeure, the new Service Provider's costs are greater than the Contract Price.

30. WAIVER

- 30.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 30.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 40 (Notices).
- 30.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

31. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

32. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

33. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

34. SEVERABILITY

- 34.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

- 34.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. MISTAKES IN INFORMATION

- 35.1 The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Service Provider in connection with the supply of the Goods and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

36. SERVICE PROVIDER'S STATUS

- 36.1 At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

37. CONFLICTS OF INTEREST

- 37.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.
- 37.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 37.1 above arises or is reasonably foreseeable.
- 37.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the either party.
- 37.4 This clause shall apply during the Contract Period and for a period of two (2) Years after expiry of the Contract Period.

38. ENTIRE AGREEMENT

- 38.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 38.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 38.3 The Service Provider acknowledges that it has:
 - 38.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 38.3.2 received sufficient information required by it in order to determine whether it is able to provide the Goods and/or Services in accordance with the terms of the Contract.
- 38.4 Nothing in clauses 38.1 and 38.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 38.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

39. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 39.1 A person who is not a Party to the Contract except ESPO or, as appropriate, the Trading Company in relation to its right to claim retrospective rebate from the Service Provider under the payment clause has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 39.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more clauses of it.

40. NOTICES

- 40.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
- 40.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed by letter). Such

letters shall be addressed to the other Party in the manner referred to in clause 40.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

40.3 For the purposes of clause 40.2, the address, email address of each Party shall be the address and email address set out in the Master Contract Schedule and/or any other Contract Document.

40.4 Either Party may change its address for service by serving a notice in accordance with this clause.

41. LEGISLATIVE CHANGE & LOCAL GOVERNMENT REORGANISATION

41.1 The Service Provider shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Price as the result of a general change in law.

41.2 The Parties acknowledge that during the Term of this Contract the local government structure in the Customer's administrative areas may be subject to change. These administrative changes may give rise to the need for the Customer to terminate this Contract and/or seek its potential variation with any successor or assignee of the Customer. The Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

42. DISPUTES AND LAW

42.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

42.2 Dispute Resolution

42.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of the Customer's Representative and the Service Provider's Representative.

42.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

- 42.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 42.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 42.2.5 unless:
- 42.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 42.2.3.2 the Service Provider does not agree to mediation.
- 42.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 42.2.5 The procedure for mediation is as follows:
- 42.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
- 42.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
- 42.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 42.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 42.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without

prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

42.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

SCHEDULE 1

SERVICE LEVELS AND SERVICE CREDITS (where appropriate)

1. SCOPE

This schedule 1 sets out the Service Levels which the Service Provider is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Service Provider's performance of the Services by the Service Provider will be monitored. This schedule comprises:

Part A: Service Levels;

Appendix to Part A – KPI's and Critical Service Failure; and

Part B: Performance Monitoring.

PART A

SERVICE LEVELS

2. PRINCIPAL POINTS

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the Parties have agreed to measure.

- 3.2 The Service Provider shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of part B of this schedule 1.
- 3.3 If the level of performance of the Service Provider of any element of the Services during Contract Period:
 - 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Charges in accordance with Appendix A to this schedule 1; or
 - 3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 19.3

APPENDIX TO PART A

Key Performance Indicators

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Service area	Service outcomes	Proposed success measures	Frequency of measure	Method of measurement	Target
Project management and oversight	<p>The delivery partner will:</p> <ul style="list-style-type: none"> Work with each pathfinder region to develop a clear and comprehensive project plan for delivery of its RCC, including clear KPIs; Work with regions to develop and manage their budget for the pathfinder including ensuring compliant spending arrangement are in place; Identify and then work with pathfinders, DfE and sector stakeholders to solve issues through joint problem solving; Carry out an 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly contract reviews:</p> <ul style="list-style-type: none"> Monthly reports provided to DfE on progress, risks and issues Attendance and active involvement in monthly programme meetings with senior DfE officials and other stakeholders involved in the programme; Project plans 	<p>Monthly meetings.</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to</p>	<p>Support provided to enable high quality delivery plans to be developed end April 2024 (approximate date)</p> <p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>

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				be developed and agreed with DfE.	
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	<ul style="list-style-type: none"> equalities impact assessment Provide high-level oversight and reporting of progress on capital build project including liaising with technical advisors appointed by DfE/LAs 	<ul style="list-style-type: none"> agreed with each pathfinder by end April 2024 (approximate date). Anonymous feedback from local authorities on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of delivering solutions to problems, quality of advice and technical expertise, level of 			
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		constructive challenge)			
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Design and delivery of the co-design process	<ul style="list-style-type: none"> • Work with LA staff and key stakeholders from health and youth justice to establish pathfinder steering groups in each region as well as any sub-groups or additional structures which are required; • Develop a work programme and schedule for the co-design process, including key decision-making points, taking account of DfE governance process, LA decision-making requirements and health and youth justice decision-making. • Work with LA staff and key stakeholders from health and youth justice to maximise opportunities for care experienced children and young people to input into co-design process • Schedule and support with the running of 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly contract reviews:</p> <ul style="list-style-type: none"> • Pathfinder steering groups established by end April 2024 (approximate date). • Pathfinder steering group meets at least once per month throughout codesign process • Updates provided to DfE at least once per month on the co-design process, including early 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
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	meetings, minuting and any inputs/papers	identification of any concerns or delays as well as sharing lessons			
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	<p>required; Provide coaching support, advice and challenge to LA stakeholders and</p> <ul style="list-style-type: none"> • partners from health and youth justice, as necessary, to ensure the pathfinder delivers on its intended outcomes <p>Facilitate communication and sharing of learning between the two pathfinders, including</p> <ul style="list-style-type: none"> • identifying aspects of the co-design process which would benefit from being delivered jointly between the two pathfinders rather than separately; <p>Provide regular updates to DfE on the co-design process, including early identification of any</p> <ul style="list-style-type: none"> • concerns or delays as well as sharing lessons learned and good practice. 	<p>learned and good practice.</p>			
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Operational establishment of pathfinders	<p>The delivery partner will</p> <ul style="list-style-type: none"> • Draw up any agreements required (such as an MOU/JVA) between LAs, the RCC and/or DfE and other stakeholders, seeking legal advice as required; • Ensure alignment of IT systems and put in place agreements required to enable joint working and data sharing between LAs, the RCC, health and youth justice partners; • Support areas to develop their proposals for new residential provision to be funded through DfE capital funding • Work with LAs to agree a funding formula for how the ongoing costs of the RCC are funded through LA contributions; • Work with LAs to establish when each function of the RCC will go live (as part of the 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Anonymous feedback from local authorities on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of delivering solutions to problems, quality of advice and technical expertise, level of constructive challenge) 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
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	<p>co-design phase) and to operationalise this. Functions include: data analysis, forecasting and developing a regional sufficiency plan; commissioning of residential placements/negotiation of block booking contracts and/or frameworks; establishing regional fostering recruitment support hub and provision of support to foster carers, use of DfE capital funding to open new provision for looked after children.</p>				
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Technical support pathfinders to	The delivery partner will • Assess needs of each pathfinder to identify requirements for	This service area will be measured against the following indicators during the monthly	Monthly meetings Feedback	Progress reports returned via monthly	Feedback on questionnaire to be 75%
	technical support; and • Provide technical support to each region on a 'draw down' model.	contract management meetings and/or formal six-monthly: • Technical support assessment completed by end May 2024 (approximate date). • Technical support provided to pathfinder areas on required areas by end of contract.	questionnaire to be developed six-monthly, starting month 6 of the contract.	reporting. Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.	or above positive responses. [50-74% = unacceptable level; <50% = failure]

National support: evidence gathering	<p>the delivery partner will</p> <ul style="list-style-type: none"> • Work with local authorities and providers of care, using a combination of deskbased research and deep dive visits, to: <ul style="list-style-type: none"> ○ Explore the research which has previously been undertaken in this area of focus ○ identify what data local authorities are collecting to support 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Number of LAs engaged in evidence gathering • Number of individual 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
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	<p>their forecasting activity;</p> <ul style="list-style-type: none"> ○ analyse and understand current practices and determine tools currently used in respect of forecasting demand and market shaping; and ○ understand what their challenges are and what we can do to address them <ul style="list-style-type: none"> • Assess and understand the current market and the sector appetite for change. Setting out and highlighting the benefits of adopting a standardised approach and the specific need for national support going forward. • Produce a report highlighting the practice identified around forecasting, procurement and market shaping and propose how 	<ul style="list-style-type: none"> • commissioners and/or other LA staff engaged in evidence • gathering Qualitative and/or qualitative evidence gathered Market engagement report completed by end July 2024 (approximate date). 		be developed and agreed with DfE.	
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	this can be built on to enable local				
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	<p>authorities to better and more accurately forecast their future demand and shape their local markets.</p> <ul style="list-style-type: none">• Assess and make recommendations for how the RCC pathfinders could test new approaches to data collection, analysis, forecasting and market shaping on a regional level and what systems/support they need to do this.• Consider what action could/should be taken nationally.				
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National support: delivery	<p>The delivery partner will</p> <ul style="list-style-type: none"> • Help to spread identified best practice in forecasting, procurement and market shaping, and support the implementation of these approaches in RCC pathfinder areas. • Develop a suite of 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Number of LAs/individuals 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
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	<p>forecasting, market shaping and commissioning learning materials for local authorities nationally, drawing on the report from the evidence gathering phase, and make these available online.</p> <p>Help local authorities to develop new and</p> <ul style="list-style-type: none"> improved ways to forecast future demand, utilising the recommendations from the research/evidence gathering phase. Deliver market shaping support to local authorities to enable them to clearly communicate their forecasted needs to providers and incentivise them to create and maintain sufficient appropriate provision to meet these needs. <p>Provide a clear focus on achieving best value for money for the public</p> <ul style="list-style-type: none"> 	<ul style="list-style-type: none"> accessing training and/or capacity building resources developed. <p>Delivery phase completed by March 2025.</p>		<p>reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	
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	<ul style="list-style-type: none">• Work with the two RCC pathfinder regions to input into the co-design process with local authorities and other partners and support their approach to regional data collection, analysis, forecasting and market shaping.• Provide clear recommendations to help build a robust evidence base in the longer term – identifying how forecasting, market shaping, and procurement could best be undertaken by a national network of Regional Care Cooperatives once we have rolled these out to achieve better outcomes for children and savings to the public purse.				
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Social Value	200 hours across the lifetime of the programme	Number of people-hours spent supporting local community integration, such as volunteering and other community-	The total number will be measured at the end of	Report post contract.	<ul style="list-style-type: none"> • [REDACTED]
		led initiatives, under the contract.	the initial contract term		<ul style="list-style-type: none"> • Redacted under Section 43 of FOIA [REDACTED] • Redacted under Section 43 of FOIA [REDACTED]

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					<ul style="list-style-type: none">• [REDACTED] Redacted under Section 43 of FOIA
					<ul style="list-style-type: none">• [REDACTED] Redacted under Section 43 of FOIA

Critical Service Failure

In relation to the Delivery Partner Regional Care Cooperatives Pathfinders and Commissioning, Forecasting and Market Shaping National Support, a Critical Service Failure shall mean a failure to meet KPI's over a 6 month period will result in termination of the contract.

PART B

PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 This Part B provides the methodology for monitoring the Services:
 - 1.1.1 to ensure that the Service Provider is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Service Provider and/or delivery of the Services ("**Performance Monitoring System**").
- 1.2 Within 20 Working Days of the Commencement Date the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Service Provider shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.1.3 any Critical Service Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.

Guidance contained in this document is intended for use by ESPO employees however it is advice as to the content and drafting of this document. made available to ESPO customers. ESPO customers must seek their own legal

- 3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.2.1 take place within one (1) week of the reports being issued by the Service Provider;
 - 3.2.2 take place at such location and time (within Normal Business Hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and
 - 3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Service Provider's representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider and the calculations of the amount of Service Credits for any specified period.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Service Provider of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Contract.
- 4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to paragraph 3 of schedule 6 of the Framework Agreement.

SCHEDULE 2

IMPLEMENTATION PLAN AND MILESTONES

1. IMPLEMENTATION PLAN

- 1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.
- 1.2 If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the plan specified in the Master Contract Schedule or any other Contract Document) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services and/or provision of the Goods.
- 1.3 The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

2. MILESTONES

- 2.1 The Service Provider shall perform its obligations so as to meet each Milestone by the Milestone Date.
- 2.2 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).
- 2.3 If a Milestone has not been achieved by the relevant Milestone Date, the Service Provider shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the

Customer provides the Service Provider with confirmation in writing of its satisfaction that the Milestone has been met.

- 2.4 No payment or concession to the Service Provider by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Schedule or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.
- 2.5 The Customer's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.

SCHEDULE 4 - CONTRACT SPECIFICATION

**Delivery partner regional care co-operative
pathfinders and commissioning, forecasting and
market shaping national support.**

Specification

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OVERVIEW OF THE AUTHORITY

The Department for Education (DfE), is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships and wider skills in England. We work to provide children's services, education and skills training that ensures opportunity is equal for all, no matter background, family circumstances, or need. At our heart, we are the department for realising potential. We enable children and learners to thrive, by protecting the vulnerable and ensuring the delivery of excellent standards of education, training and care. This helps realise everyone's potential – and that powers our economy, strengthens society, and increases fairness.

BACKGROUND TO REQUIREMENTS

DfE is looking for a delivery partner to support the set up of two Regional Care Co-operative (RCC) pathfinders, in partnership with local authorities and partners from health and youth justice, and to provide national support for children's social care market shaping, forecasting and commissioning. These are key reforms in the market for looked after children's placements, delivering on commitments made in [Stable Homes, Built on Love under pillar 4: 'Putting love, relationships and a stable home at the heart of being a child in care'](#).

The [Independent Review of Children's Social Care](#) (May 2022) and [Competition and Markets Authority review into Children's Social Care \(March 2022\)](#) have both identified significant problems with the market for looked after children's placements. These reviews found that the current approach to providing and commissioning children's care placements is not working. It can be hard for LAs to forecast and plan for future needs effectively as their relatively small size can lead to large variations in need year-on-year, particularly for children with complex needs.

Individual LAs also lack the buying and negotiating power to shape the market effectively and/or invest in their own provision. This has resulted in a lack of the right types of placements, in the right areas, to meet looked after children's needs. Therefore, placement decisions are increasingly being made based on what is available rather than finding the best match for the child, providing a poor care experience for too many children.

Stable Homes, Built on Love set out that the DfE would set up two pathfinders to trial an approach to make RCCs work within the current legal framework ahead of bringing forward legislation when parliamentary time allows. DfE since launched a two-stage expression of interest process for regions interested in becoming RCC pathfinders. As part of this process, we have set out our minimum criteria for the pathfinders (see annex A). All areas who want to become a pathfinder will need to commit

to deliver these minimum requirements by March 2025. The Department will work with local authorities from the regions selected through the EOI process and other key stakeholders to co-create the pathfinders, with a view to rolling the model out after testing and evaluating the best approach in conjunction with the sector. More detail on our plans and engagement to date with local authorities and other key stakeholders is set out in the [Stable Homes, Built on Love consultation response](#) published in September 2023.

Stable Homes, Built on Love also set out that the DfE would commission an external organisation to deliver national support with forecasting, procurement and market shaping to local authorities, in advance of subsuming this function into a regional model over time. Part of the role of the delivery partner procured through this exercise will be to provide this national support.

MARKET ENGAGEMENT

Throughout September, the Department held a number of market engagement sessions for the RCC Delivery Partner and the National Support Requirements. These were held as separate sessions with the intention to procure independently however following further internal review and feedback at the market engagement sessions, we made the decision to combine the requirements due to significant overlaps in the work and engagement.

RCC PATHFINDERS / SCENARIO PLANNING

Due to the two RCC pathfinders not yet being awarded at the time of advertising this requirement, and the variables this leaves open, we require the costs to be based on a scenario and maximum ceiling.

Please base your engagement on a maximum of 50 local authorities across the two pathfinders. If the awarded pathfinders are less than 50 LAs, the delivery partner can work with LAs outside of the pathfinders for the National Support requirement (requirement 5, evidence gathering) so long as costs remain within the ceiling price submitted within the pricing schedule (Document 7).

CONTRACT REQUIREMENTS

Knowledge and skills

The following is not an exhaustive list, but the successful supplier will be able to demonstrate that their organisation/consortium possesses the requisite skills and expertise for the Delivery Partner role:

- a) detailed knowledge and understanding of the children's social care sector, preferably with a particular focus on looked after children and placements and specifically the commissioning of CSC placements (residential and fostering) along with the interfaces with health and youth justice
- b) expertise in how to manage and maintain momentum of change across large and complex public sector organisations, particularly how to shift culture and practice, including across partner organisations;
- c) experience and credibility when working with and influencing a wide range of senior stakeholders across children's social care, local government, the voluntary and not for profit sector, private providers, health, youth justice and central government
- d) Skills and experience in relationship building, mediation and diplomacy, understanding of local political governance and structures and ability to coach and challenge LA stakeholders
- e) access to a range of technical expertise, including legal, HR, procurement, finance and investment, governance, stakeholder management, capturing and codifying learning, business planning and sustainability; and,
- f) data gathering and analysis of children's social care data, IT and systems alignment and capacity to support LAs within the RCC and nationally to improve their forecasting capacity in order to better understand and plan for placement needs for looked after children (and costs associated with these)

Services

While we will work closely with the successful bidder to design the specifics of a programme of work, the required areas of service are set out below along with deliverables for each.

i) Services under regional care co-operative pathfinders workstrand

Requirement 1: Project management and oversight

Description – The delivery partner will act as a central strategic link between the DfE and LAs taking part in this work. DfE will provide a vision for the programme during the initial onboarding phase and the delivery partner will work with LAs to ensure they are delivering against this, providing support and challenge to do so, reporting back to DfE on progress and collating and sharing learning between LAs.

Deliverables – The delivery partner will

- Work with each pathfinder region to develop a clear and comprehensive project plan for delivery of its RCC, including clear KPIs
- Provide DfE with monthly progress, risks and issues monitoring of pathfinders as they take work forward
- Be actively involved in monthly programme meetings with senior DfE officials and other stakeholders involved in the programme
- Work with regions to develop and manage their budget for the pathfinder including ensuring compliant spending arrangements are in place and monitoring the management of funding by the lead LA on behalf of the RCC
- Identifying and then working with pathfinders, DfE and sector stakeholders to solve issues through joint problem solving
- Carry out an equalities impact assessment
- Provide high-level oversight and reporting of progress on capital build project (if capital funding is awarded to pathfinders) including liaising with any technical advisors appointed by DfE/LAs

Requirement 2: Design and delivery of the co-design process with LAs and other stakeholders

Description – DfE has committed to work with the awarded LAs and other stakeholders from health and youth justice to co-design a pathfinder for their region. The delivery partner will design and facilitate this process, ensuring that momentum is maintained and stakeholders engaged throughout the process.

Deliverables – The delivery partner will:

- Work with LA staff and key stakeholders from health and youth justice to establish pathfinder steering groups in each region as well as any sub-groups or additional structures which are required

- Ensure that the design process includes a clear focus on the difference the regional approach will make to children in the area
- Develop a work programme and schedule for the co-design process, including key decision-making points, taking account of DfE governance process, LA decision making requirements and health and youth justice decision-making
- Work with LA staff and key stakeholders from health and youth justice to maximise opportunities for care experienced children and young people to input into the co-design process
- Schedule and support with the running of meetings, minuting and any inputs/papers required
- Provide coaching support, advice and challenge to LA stakeholders and partners from health and youth justice, as necessary, to ensure the pathfinder delivers on its intended outcomes
- Facilitate communication and sharing of learning between the two pathfinders, including identifying aspects of the co-design process which would benefit from being delivered jointly between the two pathfinders rather than separately
- Provide regular updates to DfE on the co-design process, including early identification of any concerns or delays as well as sharing lessons learned and good practice

Requirement 3: Operational establishment of pathfinders

Description – The delivery partner will support with the operational delivery of the pathfinders, working with DfE, LAs and other stakeholders to put in place structures, agreements and activities to deliver the model agreed through the co-design process. This will be supported by technical expertise (see Requirement 4).

Deliverables – The delivery partner will:

- Draw up any agreements required (such as an Memorandum of Understanding (MoU)/Joint Venture Agreement (JVA)) between LAs, the RCC and/or DfE and other stakeholders, seeking legal advice as required
- Ensure alignment of IT systems and put in place agreements required to enable joint working and data sharing between LAs, the RCC, health and youth justice partners

- Support areas to develop their proposals for new residential provision to be considered for funding through DfE's capital budget for the pathfinders
- Work with LAs to agree a funding formula for how the ongoing costs of the RCC are funded through LA contributions
- Work with LAs to establish when each function of the RCC will go live (as part of the co-design phase) and to operationalise this. Functions include: data analysis, forecasting and developing a regional sufficiency plan; commissioning of residential placements/negotiation of block booking contracts and/or frameworks; establishing regional fostering recruitment support hub and provision of support to foster carers, use of DfE capital funding (if required) to open new provision or expand existing provision for looked after children.

Requirement 4: Technical expertise

Description – We require a delivery partner with access to specialist and technical expertise to support LAs on an ad hoc basis with issues where internal expertise may need to be supplemented. Examples of this are likely to include HR and staffing; commercial/procurement; legal advice; IT, data and systems, technical expertise, advice and support with capital building project. Any mix of these specialities may be required and each pathfinder may require different specialities.

Deliverables – The delivery partner will:

- Assess needs of each pathfinder to identify requirements for technical support; and
- Provide technical support to each region on a 'draw down' model.

ii) Services under national support for forecasting, commissioning

and market

Requirement 5: National support evidence gathering

Description – The delivery partner will support the delivery of national support with forecasting, commissioning and market shaping by undertaking an initial evidence gathering and analysis exercise.

Deliverables – the delivery partner will:

- Work with local authorities and providers of care, using a combination of desk-based research and deep dive visits, to:
 - Explore the research which has previously been undertaken in this area of focus
 - identify what data local authorities are collecting to support their forecasting activity;
 - analyse and understand current practices and determine tools currently used in respect of forecasting demand and market shaping; and
 - understand what their challenges are and what we can do to address them
- Assess and understand the current market and the sector appetite for change. Setting out and highlighting the benefits of adopting a standardised approach and the specific need for national support going forward
- Produce a report highlighting the practice identified around forecasting, procurement and market shaping and propose how this can be built on to enable local authorities to better and more accurately forecast their future demand and shape their local markets
- Assess and make recommendations for how the RCC pathfinders could test new approaches to data collection, analysis, forecasting and market shaping on a regional level and what systems/support they need to do this
- Consider what action could/should be taken nationally

Requirement 6: National support delivery

Description – The delivery partner will, based on the report from the research/evidence gathering phase, provide forecasting, commissioning and market shaping support to the RCC pathfinder areas to embed strong working practices from the outset.

Deliverables – the delivery partner will

- Help to spread identified best practice in forecasting, procurement and market shaping, and support the implementation of these approaches in RCC pathfinder areas

- Develop a suite of forecasting, market shaping and commissioning learning materials for local authorities nationally, drawing on the report from the evidence gathering phase, and host these online, ensuring that they are publicised and available to any area that wants to access them
- Run webinars, workshops or similar to further help disseminate the findings from the evidence gathering phase and demonstrate how to use the new forecasting, market shaping and commissioning learning materials
- Providing direct support to local authorities to better use data to manage the local placement market, develop new and improved ways to forecast future demand, utilising the recommendations from the research/evidence gathering phase
- Deliver market shaping support to local authorities to enable them to clearly communicate their forecasted needs to providers and incentivise them to create and maintain sufficient appropriate provision to meet these needs
- Provide a clear focus on achieving best value for money for the public
- Work with the two RCC pathfinder regions to input into the codesign process with local authorities and other partners and support their approach to regional data collection, analysis, forecasting and market shaping
- Provide clear recommendations to help build a robust evidence base in the longer term – identifying how forecasting, market shaping, and procurement could best be undertaken by a national network of regional care co-operatives once we have rolled these out to achieve better outcomes for children and savings to the public purse.

BASE LOCATION

The pathfinders will be located in two regions of the UK; these regions are still to be selected therefore we require a supplier with flexibility to deliver

across the UK. We anticipate this will include a mix of virtual and in-person support to be agreed with DfE and partners during the initial project planning phase.

BUDGET

The maximum budget for this requirement is £1,805,000 to cover the period April 2024 – March 2025 (***please note this is now to cover one financial year only***). A price cap compliance check will be completed to ensure that potential providers prices are within the price cap limits set by the Department. Failure to comply with the price cap will result in the potential providers bid being disqualified from the competition.

Costs will be based on day-rates, as set out in the ESPO framework rate cards, but total costs will be capped at the maximum levels set out above. Costs will not be accepted where they are outside of the specified framework rates.

We would expect the supplier to invoice based on actual days worked on a monthly basis, with payment made monthly in arrears.

KEY MILESTONES

The potential provider should note the following project milestones.

Approx. date	Milestone	Outputs
Apr 2024	Delivery partner contracted	Contract commencement
Apr 2024	Project management arrangements in place	Reporting schedule, format and named contact(s) agreed
Apr 2024	Project planning with LAs*	Detailed project plan developed (<i>including scrutinising/finalising plans developed to date by LAs/DfE</i>)
Apr 2024	Cost planning with LAs*	Detailed cost plan developed (<i>including scrutinising/finalising plans developed to date by LAs/DfE</i>)
Apr 2024	Pathfinder steering groups established*	List of named members from LAs, health and youth justice, schedule of meetings and work plan

Apr 2024	Governance arrangements in place with LAs*	Structure in place, named leads/decision makers
Apr-May 2024	Co-design process begins with LAs and health and justice partners*	Regular meetings and inputs (agendas, papers) <i>(This will now take place over a shorter period of 1-2 months max and may involve providing a different level of support to each pathfinder depending on their starting point)</i>
May 2024	Assessment of technical support required	Identified areas for technical support for each pathfinder and plan to resource these
April – July 2024	National support evidence gathering	Market engagement report
July 2024 – Mar 2025	National support	Resources made available for LAs, webinars/workshops held and direct support provided
By Mar 2025	All pathfinder minimum criteria go live	
Mar 2025	End of initial contract period	

* Owing to the delay with this procurement, these activities are expected to have been started by DfE and LAs by the contract commencement. The supplier will then pick up and progress these activities to meet the milestones.

DfE RESPONSIBILITIES

DfE will provide the details of the successful pathfinders areas once these have been determined.

DfE will share the policy design specification once agreed. Expected by contract award.

REPORTING

The successful supplier will be required to provide regular reporting to DfE via

- i. Weekly informal progress meeting with DfE programme management team

- ii. monthly progress reports including
 - Hours of support time delivered in each pathfinder region
 - Progress of design/delivery in each pathfinder region
 - Risks/issues and mitigations
 - iii. quarterly performance delivery reports
- against KPIs

KEY PERFORMANCE INDICATORS

Key Performance Indicators					
Service area	Service outcomes	Proposed success measures	Frequency of measure	Method of measurement	Target
Project management and oversight	<p>The delivery partner will:</p> <ul style="list-style-type: none"> Work with each pathfinder region to develop a clear and comprehensive project plan for delivery of its RCC, including clear KPIs; Work with regions to develop and manage their budget for the pathfinder including ensuring compliant spending arrangement are in place; Identify and then work with pathfinders, DfE and sector stakeholders to solve issues through joint 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly contract reviews:</p> <ul style="list-style-type: none"> Monthly reports provided to DfE on progress, risks and issues Attendance and active involvement in monthly programme meetings with senior DfE officials and other stakeholders involved in the 	<p>Monthly meetings.</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to</p>	<p>Support provided to enable high quality delivery plans to be developed end April 2024</p> <p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>

	<ul style="list-style-type: none"> • problem solving; Carry out an equalities impact assessment • Provide high-level oversight and reporting of progress on capital build project including liaising with technical advisors appointed by DfE/LAs 	<ul style="list-style-type: none"> • programme; Project plans agreed with each pathfinder by end April 2024 (approximate date). • Anonymous feedback from local authorities on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of delivering solutions to problems, quality of advice and technical 		be developed and agreed with DfE.	
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		expertise, level of constructive challenge)			
Design and delivery of the co-design process	<ul style="list-style-type: none"> • Work with LA staff and key stakeholders from health and youth justice to establish pathfinder steering groups in each region as well as any sub-groups or additional structures which are required; • Develop a work programme and schedule for the co-design process, including key decision-making points, taking account of DfE governance process, LA decision-making requirements and health and youth justice decision-making. • Work with LA staff and key stakeholders from health and youth justice to maximise opportunities for care experienced children and young people to input 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly contract reviews:</p> <ul style="list-style-type: none"> • Pathfinder steering groups established by end April 2024 (approximate date). • Pathfinder steering group meets at least once per month throughout codesign process • Updates provided to DfE at least once per month on 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>

		the co-design process, including			
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	<ul style="list-style-type: none"> • into co-design process Schedule and support with the running of meetings, minuting and any inputs/papers • required; Provide coaching support, advice and challenge to LA stakeholders and partners from health and youth justice, as necessary, to ensure the pathfinder delivers on its intended outcomes • Facilitate communication and sharing of learning between the two pathfinders, including identifying aspects of the co-design process which would benefit from being delivered jointly between the two pathfinders • rather than separately; Provide regular updates to DfE on the co-design process, including early identification of any concerns or delays as 	<p>early identification of any concerns or delays as well as sharing lessons learned and good practice.</p>			
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	well as sharing lessons learned and good practice.				
Operational establishment of pathfinders	<p>The delivery partner will</p> <ul style="list-style-type: none"> • Draw up any agreements required (such as an MOU/JVA) between LAs, the RCC and/or DfE and other stakeholders, seeking legal advice as required; • Ensure alignment of IT systems and put in place agreements required to enable joint working and data sharing between LAs, the RCC, health and youth justice partners; • Support areas to develop their proposals for new residential provision to be funded through DfE capital funding • Work with LAs to agree a funding formula for how the ongoing costs of 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Anonymous feedback from local authorities on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>

	<p>the RCC are funded through LA contributions; Work with LAs to establish when each function of the RCC will go live (as part of the co-design phase) and to operationalise this. Functions include: data analysis, forecasting and developing a regional sufficiency plan; commissioning of residential placements/negotiation of block booking contracts and/or frameworks; establishing regional fostering recruitment support hub and provision of support to foster carers, use of DfE capital funding to open new provision for looked after children.</p>	<p>delivering solutions to problems, quality of advice and technical expertise, level of constructive challenge)</p>		<p>be developed and agreed with DfE.</p>	
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Technical support pathfinders	<p>The delivery partner will</p> <ul style="list-style-type: none"> Assess needs of each pathfinder to identify requirements for technical support; and Provide technical support to each region on a 'draw down' model. 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> Technical support assessment completed by end May 2024 (approximate date). Technical support provided to pathfinder areas on required areas by end of contract. 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
National support:	<p>the delivery partner will</p> <ul style="list-style-type: none"> Work with local authorities and providers 	<p>This service area will be measured against the following indicators during the monthly</p>	<p>Monthly meetings</p> <p>Feedback</p>	<p>Progress reports returned via monthly</p>	<p>Feedback on questionnaire to be 75%</p>

evidence gathering	<p>of care, using a combination of deskbased research and deep dive visits, to:</p> <ul style="list-style-type: none"> ○ Explore the research which has previously been undertaken in this area of focus ○ identify what data local authorities are collecting to support their forecasting activity; ○ analyse and understand current practices and determine tools currently used in respect of forecasting demand and market shaping; and ○ understand what their challenges are and what we can do to address them <p>• Assess and understand the current market and the sector appetite for change. Setting out and highlighting the benefits</p>	<p>contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Number of LAs engaged in evidence gathering • Number of individual commissioners and/or other LA staff engaged in evidence gathering • Qualitative and/or qualitative evidence gathered • Market engagement report completed by end July 2024 (approximate date) 	<p>questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>
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	<p>of adopting a standardised approach and the specific need for national support going forward.</p> <ul style="list-style-type: none"> • Produce a report highlighting the practice identified around forecasting, procurement and market shaping and propose how this can be built on to enable local authorities to better and more accurately forecast their future demand and shape their local markets. • Assess and make recommendations for how the RCC pathfinders could test new approaches to data collection, analysis, forecasting and market shaping on a regional level and what systems/support they need to do this. • Consider what action 				
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	could/should be taken nationally.				
National support: delivery	<p>The delivery partner will</p> <ul style="list-style-type: none"> • Help to spread identified best practice in forecasting, procurement and market shaping, and support the implementation of these approaches in RCC pathfinder areas. • Develop a suite of forecasting, market shaping and commissioning learning materials for local authorities nationally, drawing on the report from the evidence gathering phase, and make these available online. • Help local authorities to develop new and improved ways to forecast future demand, utilising the recommendations from 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly:</p> <ul style="list-style-type: none"> • Number of LAs/individuals accessing training and/or capacity building resources developed. • Delivery phase completed by March 2025. 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each pathfinder reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating local authorities and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Feedback on questionnaire to be 75% or above positive responses.</p> <p>[50-74% = unacceptable level; <50% = failure]</p>

	<p>the research/evidence gathering phase.</p> <ul style="list-style-type: none"> • Deliver market shaping support to local authorities to enable them to clearly communicate their forecasted needs to providers and incentivise them to create and maintain sufficient appropriate provision to meet these needs. • Provide a clear focus on achieving best value for money for the public • Work with the two RCC pathfinder regions to input into the co-design process with local authorities and other partners and support their approach to regional data collection, analysis, forecasting and market shaping. • Provide clear recommendations to help build a robust evidence base in the 				
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	longer term – identifying how forecasting, market shaping, and procurement could best be undertaken by a national network of Regional Care Cooperatives once we have rolled these out to achieve better outcomes for children and savings to the public purse.				
Social Value	200 hours across the lifetime of the programme.	Number of people-hours spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract.	The total number will be measured at the end of the initial contract term	Report post contract.	<ul style="list-style-type: none"> •  <Redacted under Section 43 of the FOI Act> •  <Redacted under Section 43 of the FOI Act>

					<ul style="list-style-type: none">• <div></div> <Redacted under Section 43 of the FOI Act>• <div></div> <Redacted under Section 43 of the FOI Act>• <div></div> <Redacted under Section 43 of the FOI Act>
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DEFINITIONS AND ACRONYMS

CMA

Competition and Markets Authority

DfE

Department for Education

LA

Local authority

RCC

Regional Care Co-operative

ANNEX A: RCC pathfinder minimum criteria

Once operational, our expectation is that the RCC pathfinders would be responsible for the following areas as a minimum:

- Carrying out regional data analysis and forecasting future needs of homes for children in care, in partnership with health and justice.
- Developing and publishing a regional sufficiency strategy setting out current provision and action to fill gaps.
- Market shaping, working as one customer with providers to address local needs, improve value for money and commission the care places required from external providers. This should include action to respond to the recommendation from the Child Safeguarding Practice Review Panel report¹ on safeguarding children with complex needs in residential settings “to improve commissioning for children with disabilities and complex health needs”, in conjunction with health partners.
- Recruiting foster parents through a regional recruitment support hub and improving the support offer to both new and existing foster parents. The RCC could also include support for foster parents through involvement of regional health partners, e.g. named CLA nurse, potentially to help address skills gaps around providing trauma-informed care.
- Developing new regional provision where gaps have been identified. The Department will provide up to £5m capital funding to support this, and RCC members will be expected to pool sums of their own funding alongside this. The Department will want to see evidence of appetite for shared spending through the RCC as part of the application process. Examples of new regional provision could include:
 - Developing new children’s homes / expanding existing homes or developing new models of fostering to meet particular regional shortfalls.

¹ 1 The Child Safeguarding Practice Review Panel’s report on safeguarding children with complex needs in residential settings is available at Safeguarding children with disabilities in residential settings - GOV.UK (www.gov.uk) The recommendations from the Panel are included in the phase 2 report; supplementary recommendation 2 proposes that the RCC pathfinders

should include measures to improve commissioning for children with disabilities and complex health needs.

- Piloting integrated models of safe, therapeutic care for children who are currently (or at risk of) being deprived of their liberty and who are in the most complex situations (jointly funded with NHSE and ICBs). The pathfinders could take forward the recommendations from the DfE / NHS England-led Working Group on how to design, commission and deliver the best possible models of integrated care (children and young people's social care, health, education and youth justice), and could develop new provision and models of care, jointly funded with health.
 - Developing innovative approaches to supporting children who are looked after and in touch with the criminal justice system. This could include a particular focus on developing community-based approaches and accommodation (e.g. fostering, children's homes, supported accommodation) as robust alternatives to custody, particularly custodial remand.
 - Delivering new provision for unaccompanied asylum-seeking children (UASC), which could include supported lodgings and short-term transitional accommodation at a regional level.
 - Delivering a new regional approach to running secure children's home(s), if there is one in the area.
- Create the leadership and governance arrangements necessary to allow the RCC to make swift decisions and invest sums of money over the long term. The Department has experience of funding other forms of regional collaboration in children's social care, and it is seeking confidence that RCC members will learn from previous collaboration on the delivery of care. The Department wants to see maximum forms of integration from bidders.

SCHEDULE 5 - DEPARTMENTAL STANDARD REQUIREMENTS – ITT_2677

Freedom Of Information

- 1 The Department is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the department may need

to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Publication of Contract

- 2 Under the Government's Transparency requirements we are obliged to publish the contract between the Department and the successful tenderer(s) in full. The successful tenderer(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information. See '[The Transparency of Suppliers and Government to the Public](#)' for more detail.

Information Sharing Across Government

- 3 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. They report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 4 For these purposes, the Department may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Department during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process."

Cyber Essentials Scheme

- 5 The Government has introduced the Cyber Essentials Scheme in consultation with industry to mitigate the risk from common internet-based threats.
- 6 It is mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the [Government Security Classifications scheme](#) to comply with Cyber Essentials requirements.
- 7 All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of [Cyber Essentials](#) and the requirements for the appropriate level of certification "or equivalent".
- 8 As this requirement features the above characteristics, you are required to demonstrate in your tender response that:
 - Your organisation has Cyber Essentials certification; or
 - Your organisation will be able to secure Cyber Essentials prior to contract award; or
 - Your organisation has equivalent evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
 - a) Boundary firewalls and internet gateways - these are devices designed to prevent unauthorised access to or from private networks, but good setup of these devices either in hardware or software form is important for them to be fully effective.
 - b) Secure configuration – ensuring that systems are configured in the most secure way for the needs of the organisation
 - c) Access control – Ensuring only those who should have access to systems to have access and at the appropriate level.
 - d) Malware protection – ensuring that virus and malware protection is installed and is up to date
 - e) Patch management – ensuring the latest supported version of applications is used and all the necessary patches supplied by the vendor have been applied.

Any equivalent evidence must be verified by a technically competent and independent third party.

- 9 The successful tenderer will be required to provide evidence of Cyber Essentials certification "or equivalent" (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award.
- 10 The successful tenderer will be required to secure and provide evidence of Cyber Essentials re-certification "or equivalent" (i.e., demonstrate they meet the five technical areas) on an annual basis.
- 11 Details of certification bodies are available at:
<https://iasme.co.uk/certification-bodies>.

Data Security Requirements

- 12 For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful contractor will need to assure the Department that they can comply with the Department's security requirements.
- 13 Departmental Data Handling and System Assurance requirements are listed in Annex 1 to this document.

Prompt Payment Policy

- 14 Government's aim is to pay 90% of all correctly submitted invoices within 5 days of receipt and we are 100% committed to paying correctly submitted invoices within 30 days of receipt.
- 15 The payment period will be deemed to have started when a correctly submitted invoice reaches the nominated e-mail address.

The supplier shall submit invoices electronically by email within 30 days of the end of the relevant invoicing date to

- IFA, OCC, SWE & LocalED –
Accounts.PAYABLE@education.gov.uk

- 16 A correct invoice is one that:
 - Is delivered in timing in accordance with the contract;
 - Is for the correct sum;
 - Is in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
 - Includes the date, suppliers full name and address, contact details and bank details;

- Quotes the relevant purchase order / contract reference;

Which has been delivered to the nominated email address.

A valid purchase order number will include the PO prefix

- CORE CORE-PO-

Invoices without a valid purchase order are now rejected by the Buyers e-invoicing solution. The Buyer no longer accepts paper invoices.

To request a statement, please email accountspayable.BC@education.gov.uk quoting the Contract reference number.

- 17 Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998.

Sub-contracting to Small and Medium Enterprises (SMEs)

- 18 DfE is committed to removing barriers to SME participation in its contracts and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains. This can be achieved by advertising subcontracting opportunities on Contracts Finder and implementing the principles of the SME and Growth Agenda in your own organisation.
- 19 To help us measure the volume of business we do with SMEs; we will be asking DfE suppliers to provide us with information about the size of your own organisation and those in your supply chain. We may ask about volumes of business that will flow from this contract down your supply chains and ask you to quantify that for us. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

Armed Forces Covenant

- 20 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities, and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to

redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

21 The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services.
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

22 The Department encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

23 Guidance on the various ways you can demonstrate your support through the Armed Forces Covenant. [Armed Forces Covenant](#).

24 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

25 Paragraphs 20-24 above are not a condition of working with the Department now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Department very much hopes you will want to provide your support.

Conflicts of interest

26 The Department may exclude an organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their

impartiality and independence in the context of the procurement process.

- 27 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform the Department, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine premarket engagement carried out by the Department should not represent a conflict of interest for the organisation.

Collusion

- 28 The Tenderer's attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a 'Concerted Practice' or 'Agreement', the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.
- 29 Tenderers may be disqualified (without prejudice to any civil remedy available to the Authority or criminal liability arising from the conduct), if it is found that they have taken any action that:
- fixes or adjusts the amount of its Tenderer by or in accordance with any agreement or arrangement with any other Tenderer; or communicates to any person other than the Authority the amount or approximate amount of its proposed Tender or information that would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
 - enters into any agreement or arrangement with any other potential Tenderer that shall refrain from tendering or as to the amount of any Tender to be submitted.

Equality and Diversity

- 30 Equality and diversity are critical to delivering DfE's vision: we enable children and learners to thrive by protecting the vulnerable and

ensuring the delivery of excellent standards of education, training, and care.

This helps realise everyone's potential – and that powers our economy, strengthens society, and increases fairness.

There is an expectation that all suppliers endorse and demonstrate a commitment to the DfE's [equality objectives](#) – including the legal requirements of the Equality Act 2010 and the Public Sector Equality Duty.

Disability Confident Scheme

- 31 The Department for Education is a Disability Confident leader. Through the Disability Confident campaign, the government is working with employers to remove barriers, increase understanding and ensure that disabled people have the opportunities to fulfil their potential and realise their aspirations.
- 32 The Department encourage other employers to sign up to the disability confident scheme. It is open to all employers and there are three levels ranging from 'Committed' to 'Leader' with employers having to meet certain criteria to reach each level.
- 33 Employers who sign up to the disability confident scheme ensure that they can:
 - draw from the widest possible pool of talent;
 - secure and retain high quality staff who are skilled, loyal and hard working;
 - save time and money on the costs of recruitment and training by reducing staff turnover;
 - keep valuable skills and experience;
 - reduce the levels and costs of sickness absences; improve employee morale and commitment by demonstrating that they treat all employees fairly.
- 34 Disability confident employers can use the disability confident branding in their communications and when advertising jobs.
- 35 Find out more about the aims of disability confident, why becoming a disability confident employer will be good for your business and

how you will be supported through your journey to being a Disability Confident leader [here](#).

Transfer of Undertakings (Protection of Employment) Regulations 2006(TUPE)

- 55 The attention of tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006(TUPE). As the Department would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this Invitation to Tender, consideration of the application of TUPE in this particular case is not a matter of direct concern to the Department. It is the responsibility of the tenderer to consider whether or not TUPE applies in the circumstances of this contract and tender accordingly.

Annex 1 – Data Handling and Systems Assurance (Security)

DFE SECURITY STANDARDS

Departmental Security Standards for Business Services and ICT Contracts

Definitions:

“BPSS”	means the Government’s HMG Baseline Personal Security Standard . Further information can be found at:
“Baseline Personnel Security Standard”	https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard

"CCSC"	is the National Cyber Security Centre's (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.
"Certified Cyber Security Consultancy"	See website: https://www.ncsc.gov.uk/scheme/certifiedcyber-consultancy
"CCP"	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website:
"Certified Professional"	https://www.ncsc.gov.uk/information/about-certified-professional-scheme
"CPA"	is an 'information assurance scheme' which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards.. See website:
"Commercial Product Assurance"	https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa
[formerly called "CESG Product Assurance"]	
"Cyber Essentials"	Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.
"Cyber Essentials Plus"	There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditationbody

"Data"	shall have the meanings given to those terms by the Data Protection Act 2018
"Data Controller"	
"Data Protection Officer"	
"Data Processor"	
"Personal Data"	
"Personal Data requiring Sensitive Processing"	
"Data Subject", "Process" and "Processing"	
"Department's Data"	is any data or information owned or retained in order to meet departmental business objectives and tasks, including:
"Department's Information"	(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"DfE"	means the Department for Education
"Department"	
"Departmental Security Standards"	means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.

"Digital Marketplace / G-Cloud"	means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.
End User Devices	means the personal computer or consumer devices that store or process information.
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"Industry Good Practice"	
"Good Industry Standard"	
"Industry Good Standard"	
"GSC"	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
"GSCP"	
"HMG"	means Her Majesty's Government
"ICT"	means Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements

"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"IT Health Check (ITHC)"	
"Penetration Testing"	
"Need-to-Know"	means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).
"OFFICIAL-SENSITIVE"	
	the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.
"RBAC"	means Role Based Access Control. A method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Role Based Access Control"	

"Storage Area Network"
"SAN"
means an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.

"Secure Sanitisation"
means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.

NCSC Guidance can be found at:

<https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>

The disposal of physical documents and hardcopy materials advice can be found at:

<https://www.cpni.gov.uk/securedestruction>

"Security and Information Risk Advisor"
"CCP SIRA"
means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:

<https://www.ncsc.gov.uk/articles/about-certified-professional-scheme>

"SIRA"

"Senior Information Risk Owner"
"SIRO"
means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arms length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.

"SPF"
"HMG Security Policy Framework"
means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will

apply protective security to ensure HMG can function effectively, efficiently and securely.

<https://www.gov.uk/government/publications/security-policy-framework>

1.1. The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

1.2. Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

1.3 Where clause 1.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

1.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

1.5 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor's or

sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 12.14.

1.6The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.

1.7The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.

1.8The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:

- physical security controls; ○ good industry standard policies and processes; ○ malware protection;
- boundary access controls including firewalls, application gateways, etc;
- maintenance and use of fully supported software packages in accordance with vendor recommendations; ○ use of secure device configuration and builds;
- software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- user identity and access controls, including the use of multifactor authentication for sensitive data and privileged account accesses;
- any services provided to the department must capture audit logs for security events in an electronic format at the

application, service and system level to meet the department's logging and auditing requirements, plus logs shall be:

- retained and protected from tampering for a minimum period of six months;
- made available to the department on request.

1.9 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

1.10 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.

1.11 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eudoverview/eud-security-principles>.

1.12 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using

either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

1.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally

regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 12.15.
- 1.15 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those

individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any

security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.

- 1.17 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
- 1.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department's nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

- 1.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary

remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

- 1.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
- 1.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any subcontractors', compliance with the clauses contained in this Section.
- 1.23 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:
- Compliance with HMG Minimum Cyber Security Standard.
 - Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
 - Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the

accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

- Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.

1.25 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any thirdparty suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

SCHEDULE 6 - SERVICE PROVIDER SOLUTIONS

Technical Response Form

Each question/section has been allocated a weighting to indicate its relative importance to the subject of this Procurement.

Any bidder that receives a score of 1 "Poor – Not Confident" or less on one or more of the technical questions will be rejected and their bid will not be considered any further in the procurement.

This procurement is weighted **Quality 55% Social Value 10%, Price 35%**

The apportioned weighting for each of the sections are outlined below;

Envelope	Question	Question weighting
Technical	Q1	10.00%
Technical	Q2	5.00%
Technical	Q3	10.00%
Technical	Q4	15.00%
Technical	Q5	10.00%
Technical	Q6	5.00%
QUALITY TOTAL		55.00%
Technical	Social Value	10.00%
SOCIAL VALUE TOTAL		10.00%

Responses to the questions set out in the Technical Envelope will be evaluated on a scale of zero to four, as detailed below:

Scoring Scale and criteria for the evaluation of Technical Submissions In this scoring scale, the Authority considers added value to be a deliverable by the Supplier which is over and above the minimum requirements set out in the Specification.		
Score	Description	Criteria

4	Excellent – Very High Confidence	The response is of an excellent quality and of a level of detail that provides a very high level of confidence that the Potential Supplier has the capacity and capability in the areas described in the relevant requirements. The response to the question is highly detailed and extremely clear, with no perceived omissions and contains very significant detail relevant to the question and response requirements, but also goes over and above the extent of the response requirement and demonstrates significant additional value and/or an innovative approach to
		meeting the relevant response requirements which would contribute to the overall effectiveness of the service by offering additional value or innovation. Compelling and relevant evidence is provided to support the response.
3	Good – High Confidence	The response is of a quality and level of detail that provides a high level of confidence that the Potential Supplier has the capacity and capability in the areas described in the response against the requirements of the question. The response contains detail relevant to the question and response requirements and responds to it clearly and unambiguously but contains limited (or no) material going over and above the extent of the response requirement and does not demonstrate any (or any significant) additional value or innovation. Good, relevant evidence is provided to support the response.

2	Satisfactory Reasonable Confidence	– The response is of a quality and level of detail that provides a reasonable level of confidence that the Potential Supplier has the capacity and capability in the areas described in the response requirements against the question. The response to the question is reasonably clear and detailed (with only minor omissions), demonstrating a satisfactory understanding of what is being asked for and that the Potential Supplier can deliver the programme in line with the Service Requirement(s) set out in the Specification and/or Contract to a satisfactory standard and / or the response may lack some clarity or detail as to how the proposed solutions will be delivered. Relevant evidence is provided to support the response and any lack of clarity and / or any missing evidence and / or detail is only minor.
1	Poor – Not confident	The response is of a quality and level that lacks convincing and/or relevant evidence to provide confidence in the capacity and capability of the Potential Supplier in the areas described in the response requirements against the question, demonstrating some misunderstanding and/or failing to meet the response requirements against the question in many ways and/or materially in one or more ways. The response fails to address a number of the key criteria set out in the question and the response fails to sufficiently demonstrate or give confidence that the Potential Supplier would be able to deliver the Requirements in line with the
		Specification and/or Contract to a satisfactory standard and / or there are gaps in clarity in the response and / or detail as to how the proposed solution will be achieved.
0	Unacceptable	The response fails to provide any confidence due to the Potential Supplier's response being absent or incomplete and/or the Potential Supplier proposals are not relevant to the Buyer's Requirement(s) and / or the Potential Supplier has not understood the criteria set out in the question and / or the Buyer's Requirement(s) set out in the Specification and/or Contract at all. No relevant evidence is provided to support the response and the lack of clarity and the extent of missing evidence and / or detail is absolute.

On any question a score of 0 will be given no marks, whereas scores of 1,2,3,4 will gain 25%, 50%, 75%, and 100% of the available marks respectively.

The score awarded for each question/section will be multiplied by the weighting to arrive at a weighted score for that question/section. The weighted scores will then be added together to give a total weighted score.

Question 1	
UNDERSTANDING AND EXPERIENCE OF CHILDREN'S SOCIAL CARE	Question weighting: 10%
Please articulate how your organisation has the experience and credibility to work and influence at a senior strategic level in children's social care including the looked after children's placements market and commissioning (as referenced in the specification paragraph 10).	
The maximum word count for this question is 2000 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.	
Technical Information Required	
<p>Your organisation must be able to:</p> <ul style="list-style-type: none"> • Demonstrate an in-depth understanding of Children's Social Care (CSC), providing examples of past experience of leadership of CSC programmes. • Demonstrate your credibility to work at a senior level in the sector, outlining the experience of your senior staff and any external networks or associates you may involve in this project. • Outline your understanding of key current issues, opportunities and challenges in the children's social care placement environment (residential care, fostering and/or secure homes) • Demonstrate understanding and/or experience of commissioning in children's social care 	
Bidder Response:	

[Please submit your response to question 1 here]

Mutual Ventures (MV) brings a **track record of understanding and successful change management across children's social care (CSC) at national and local level** with the Department of Education (DfE) and Local Authorities (LAs) respectively. We are **acknowledged experts in managing complex CSC programmes** and establishing deep relationships, which has enabled us to **deliver sustainable change and improve outcomes for children and families**.

In-depth understanding of the CSC sector

Our **understanding of CSC** has been developed over **more than a decade working with the sector**, and **experience of the challenges it faces** around constrained budgets, significant increases in demand and complexity, placement sufficiency, and social worker recruitment.

As the delivery partner on the **DfE Regional Adoption Agencies (RAA)** Programme (2016-21), we were responsible for implementing change in adoption on a national

scale. This programme **brought together groups of LAs to deliver services across regions and improve quality.** [REDACTED] <Redacted under Section 43 of FOI Act>
MV was the **support partner to the DfE's CSC Innovation Programme** (2014-21). Our work included coaching, facilitation and specialist technical support to 94 participants in areas including finance, legal and HR. [REDACTED] <Redacted under Section 43 of FOI Act>

We are currently delivery partners to **DfE's Strengthening Families Protecting Children** (SFPC) Programme, supporting three innovations from Leeds, North Yorkshire and Hertfordshire to transform approaches to social care. [REDACTED] <Redacted under Section 43 of FOI Act>

MV is pleased to be **delivery partner on the two key strategic programmes already underway**, successfully implementing other recommendations of **Stable Homes, Built on Love** in the **Fostering Recruitment and Retention Programme** (FRRP) and the **Families First for Children Pathfinder** (FFCP).

In FRRP, we are supporting 9 regional groups of LAs to design and implement **Regional Fostering Recruitment Hubs**, with the aim of increasing the availability of high-quality foster carers across the country. [REDACTED] <Redacted under Section 43 of FOI Act>

For FFCP, we are working with three Pathfinder areas to co-design and implement local models, as well as four Pilot sites to collect evidence around the effectiveness of **Family Network Support Packages.** [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

Our recent work for DfE to **understand the financial impact of care proceedings delays on children's services** has meant we have supported 129 local care and judicial systems to develop a cross-system response. [REDACTED] <Redacted under Section 43 of FOI Act>

Our partner Social Finance brings particular expertise the CSC data ecosystem having supported 75 LAs on data and digital in projects covering early help, the front door, safeguarding, placement commissioning, and services for care leavers. SF were asked to sit on the Evidence Group of experts in evidence and analysis for the Independent Review into CSC, commissioned to advise the DfE on reform of the market for case management software in CSC, and part of the Barnet-led partnership recommending new standards for reporting placement costs.

Our credibility to work at a senior level in the CSC system

[REDACTED] <Redacted under Section 43 of FOI Act>

Our team combines consultants experienced across social care programmes with nationally renowned Subject Matter Experts to bring first-hand social care leadership experience. These experts bring leadership and change across complex environments, including [REDACTED] <Redacted under Section 40 of FOI Act>, [REDACTED] <Redacted under Section 40 of FOI Act>, [REDACTED] <Redacted under Section 40 of FOI Act>, and [REDACTED] <Redacted under Section 40 of FOI Act>.

[REDACTED] <Redacted under Section 43 of FOI Act>

For example, as part of the DfE's SFPC programme, we provide support and coaching to the LAs leading innovations as their new practice models are rolled out. This has meant working closely with DCSs and their leadership teams to maintain strong and trusting working relationships over the life of the programme and demonstrate our ability to support delivery of system-wide reforms. [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>.

Social Finance bring added credibility with information governance and IT stakeholders having led development of regional placement data sharing agreements now signed by 41 LAs, as well as work on data sharing praised by the ICO as a model for working with sensitive data.

One of our strengths as an organisation is our outward facing knowledge sharing and CSC policy discussion through webinars, podcasts, newsletter, and events. This includes webinars on issues such as “Re-imagining residential care” and interviews with experts such as [REDACTED] <Redacted under Section 40 of FOI Act> and residential care innovators. Last year, we hosted a national event involving 600 representatives with speakers including Ministers, [REDACTED] <Redacted under Section 40 of FOI Act> and [REDACTED] <Redacted under Section 40 of FOI Act>. This high-profile event created a platform to share learning and support cross LA collaboration.

Our understanding of key current issues, opportunities and challenges in the CSC environment

As key partners with the DfE in the CSC sector, we have a deep understanding of the current issues, opportunities and challenges.

MV are at the **forefront of delivering national, regional and local programmes in CSC** and are integral and highly involved in successful delivery in this environment.

The direction of travel, which is underpinned by the Competition and Markets Authority’s (CMA) market study into children’s care provision and the **Stable Homes, Built on Love: Implementation Strategy and Consultation’s** greater focus on improved outcomes, is underpinned by the RCC programme. [REDACTED] <Redacted under Section 43 of FOI Act>

The RCC programme aims to directly address the issues with the market for children’s placements with **too few placements** available, **too few providers** and where the **placements are too expensive** and **don’t deliver the required quality of service**.

RCC programme opportunities include:

- **providing greater economies of scale** through engaging in a different way to develop the market and increase buying and negotiating power
- **reduce profits** made by private children's home providers and independent fostering agencies
- **ensure continuity of demand** because of pooled requirements, and
- **invest in alternative provision** to diversify the market.

The programme will provide the **opportunity to level the playing field** and work collaboratively together with the market, whilst enabling more influence on it. These actions should **improve quality of the provision** and **provide better outcomes for children's placements**.

The current focus in CSC is budgetary; MV has worked extensively with over 100 LAs to reduce backlogs in family justice system and achieve significant savings in the process.

██████████ <Redacted under Section 43 of FOI Act>

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- ██████████ <Redacted under Section 43 of FOI Act>

Understanding and experience of commissioning in CSC

██████████ <Redacted under Section 43 of FOI Act>

- ██████████ <Redacted under Section 43 of FOI Act>

- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>.
- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

In Northamptonshire, we worked alongside the Council and the Trust to support the establishment of a wholly owned council company for the delivery of social care across two LAs. This included the creation of a process for commissioning of placements. We undertook a review of past placements and modelled future requirements and identified how the mix of placements was crucial to the Trust's financial stability. We worked with senior stakeholders to ensure safe, legal and timely establishment of the Trust including commissioning arrangements.

Our **team includes some of the country's leading placement commissioning experts** (consulted by the Competition and Markets Authority in relation to the CSC Market Study): [REDACTED] <Redacted under Section 40 of FOI Act>, [REDACTED] <Redacted under Section 40 of FOI Act> and [REDACTED] <Redacted under Section 40 of FOI Act> among them. Together

they bring **deep understanding of sufficiency planning and market shaping** from both commissioner and provider perspectives.

Social Finance have **undertaken user research with over 140 commissioners**, DCSs, finance officers and placement officers from 41 authorities to understand their analysis needs, and what might meet them. They have **advised four regions on development of region-wide analysis**, built models for **forecasting placement demand used by 50+ authorities**, and co-designed regional analysis covering 97,000 placements. In addition, they have advised 20+ LAs on the business case for invest-to-save programmes such as edge-of-care and step-down fostering services.

2000/2000 words

Question 2	
PROGRAMME MANAGEMENT	Question Weighting: 5%
Describe your experience of managing significant programmes of work. How did you maintain momentum, overcome challenges and respond to changes in these programmes? (As referenced in specification paragraph 10)	
The maximum word count for this question is 1200 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.	
Technical Information Required	
<p>Your response must include:</p> <ul style="list-style-type: none"> • What approach to programme management would you take ensuring appropriate processes, oversight structures and project management arrangements are in place? • Please provide details of what resource you will dedicate to the pathfinder programme and at what level. Specifically, the resource plan should include named senior individual(s) with a demonstrable record of leading significant culture and practice change in a children's social care setting • An example of a monthly progress report, as a minimum we would expect this to include: key progress, milestones, risks, issues and upcoming activities for the next month • The arrangements you would put in place to provide DfE with regular, robust project monitoring and reporting on pathfinder areas, including ad-hoc, realtime updates where requested, to support central commissions (e.g. ministerial updates) • How you will use your internal structures and data flows to manage delivery milestones and KPIs and feed into programme governance structures, including DfE-chaired Programme Board • How you would manage the strategic oversight requirements of this project including describing the escalation process you would put in place and what steps you would take to ensure DfE is informed at an early stage of any potential problems which may emerge 	
Bidder Response:	

[Please submit your response to question 2 here]

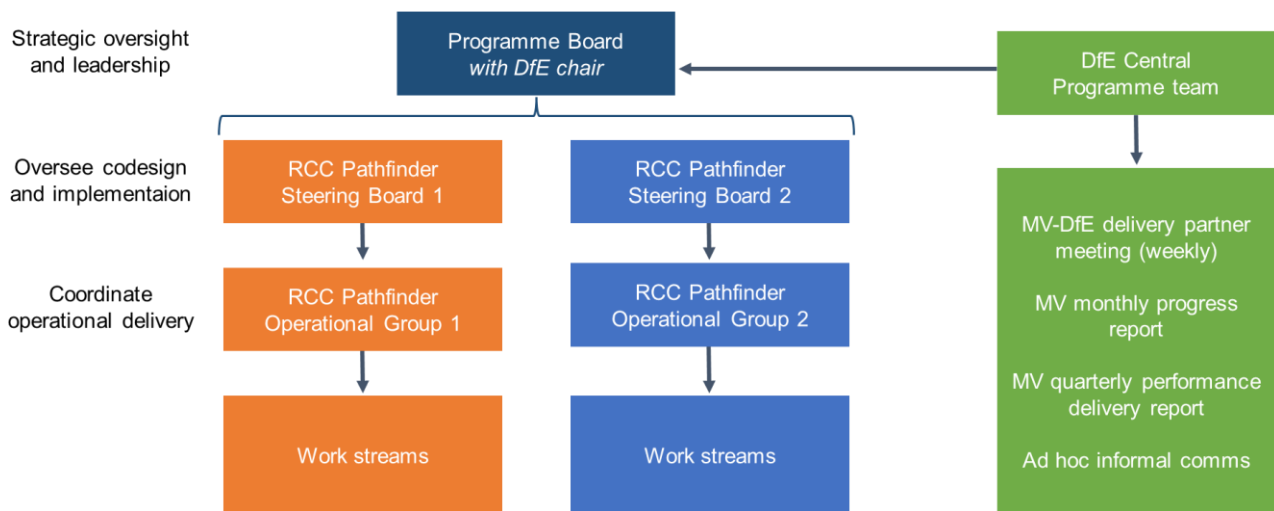
Mutual Ventures has been a trusted delivery partner to the DfE for over a decade, working in challenging stakeholder environments. Based on our track record of delivering change, our approach will [REDACTED] <Redacted under Section 43 FOI Act>

[REDACTED] <Redacted under Section 43 FOI Act>

[REDACTED] <Redacted under Section 43 of FOI

- **Project governance** – we will establish a clear governance for the programme, with the **DfE-chaired project board, pathfinder steering groups**, and **operational work streams**, as shown in Figure 1. This will fit alongside the **DfE’s internal governance and reporting requirements**
[REDACTED] <Redacted under Section 43 of FOI Act>

Figure 1: RCC Pathfinders programme governance



(62 words)

A robust governance structure was a key factor in our work supporting Northamptonshire Children’s Trust. A combination of Board meetings as well as regular check-ins was crucial to achieving buy-in and managing sensitive issues around timescales, budgets and relationships.

- **Project planning and risk management** –
[REDACTED] <Redacted under Section 43 of FOI Act>

-

- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>

Resource commitment

Our team will be led by Engagement Director, [REDACTED] <Redacted under Section 40 of FOI Act>. [REDACTED] <Redacted under Section 40 of FOI Act> will have responsibility for our relationship with the DfE and oversight of delivery. [REDACTED] <Redacted under Section 40 of FOI Act> has worked as a **trusted advisor to the DfE** since 2009, including as a member of the Partners in Practice Advisory Board and leading contracts on the Children's Social Care Innovation Programme and SFPC. **To ensure focus, this will be [REDACTED] <Redacted under Section 40 of FOI Act> only project work.**

Day-to-day project management will be coordinated by [REDACTED] <Redacted under Section 40 of FOI Act>. [REDACTED] <Redacted under Section 40 of FOI Act> has worked as lead project manager on the SFPC programme, as well as on complex children's trusts projects in Worcestershire and Northampton.

- Our team includes [REDACTED] <Redacted under Section 43 of FOI Act>, each assigned to a RCC pathfinder to provide advice through co-design and implementation. [REDACTED] <Redacted under Section 40 of FOI Act> is a former service Director in children's services. [REDACTED] <Redacted under Section 40 of FOI Act> is a qualified social worker and former [REDACTED] <Redacted under Section 40 of FOI Act>. They bring strong **mediation** and **diplomacy** skills, evidenced through their experience of working within the cross-LA children's services arrangements within Achieving for Children in Kingston and Richmond, and in a leadership role on the RAA programme respectively. They will be supported by experienced consultants [REDACTED] <Redacted under Section 40 of FOI Act> and [REDACTED] <Redacted under Section 40 of FOI Act>.

- To ensure connectivity with related DfE projects, the team will be advised by [REDACTED] <Redacted under Section 40 of FOI Act>, who leads our work on the Fostering Recruitment and Retention Programme and [REDACTED] <Redacted under Section 40 of FOI Act>, who oversees the [REDACTED] <Redacted under Section 40 of FOI Act>

The team will be supported by a team of subject matter experts with a **strong record of leading culture and practice change**. They bring applied knowledge of leadership and experience of having 'been there, done it'. This includes **understanding of local political governance**,

██████████ <Redacted under Section 43 of FOI Act> This team provides **credibility in children's social care, youth justice and health** and includes:

- ██████████ <Redacted under Section 40 of FOI Act>, ██████████ <Redacted under Section 40 of FOI Act>
- ██████████ <Redacted under Section 40 of FOI Act>, ██████████ <Redacted under Section 40 of FOI Act>
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- ██████████ <Redacted under Section 40 of FOI Act>, ██████████ <Redacted under Section 40 of FOI Act>

Our pool of technical advisors will provide advice to RCC pathfinders, where required:

- Legal advice – **Bevan Brittan LLP**
- Finance and investment – **Buzzacott LLP**
- IT and systems alignment – **ICT Revolutions**
- HR – **Greenside Associates**

DfE monitoring

We will manage communications with the DfE programme team to ensure an up-to-date awareness of progress, provide early sight of issues, and help you hold us to account.

This will comprise:

- **Weekly meeting between DfE and MV programme leads** – to check progress, address immediate issues and upcoming tasks.
- **Monthly progress reporting, based on a highlight report** – to consider programme issues and monitor risks. An example is included in Appendix Q2.1
- **Quarterly performance reporting** – to discuss contractual performance and KPIs.
- **Frequent informal calls with programme leads and coaches as required.**

██████████ <Redacted under Section 43 of FOI Act> This

Strategic oversight

Our Delivery Director, [REDACTED] <Redacted under Section 40 of FOI Act>, will be responsible for oversight across the programme. This will include **accountability for delivery milestones and KPIs and ensuring they feed into programme governance structures.** [REDACTED] <Redacted under Section 40 of FOI Act> will **oversee the set-up of data flows from our work with pathfinders and the production of DfE reporting.** Our coaches will attend weekly meetings with [REDACTED] <Redacted under Section 40 of FOI Act> and complete an update on details of progress against milestones and assessment of risks.

A process for escalation will be built into our programme management. [REDACTED] <Redacted under Section 43 of FOI Act> This Regular meetings will provide a clear route for DfE colleagues to be informed with progress against KPIs shared monthly prior to being formally discussed quarterly. [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

In line with our own **delivery assurance** framework, MV Director [REDACTED] <Redacted under Section 40 of FOI Act> will provide quality assurance on key deliverables and will meet with our Programme Team monthly.

1191/1200 words

Question 3

PROGRAMME IMPLEMENTATION

**Question Weighting:
10%**

With reference to the milestones in the Statement of Requirements (paragraph 25), please provide a detailed project and implementation plan outlining key activities, including associated timescales, milestones, key tasks and the roles of those responsible for key activity. The implementation plan should reflect the speed at which the Delivery Partner is required to mobilise.

The maximum word count for this question is 1200 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.

Technical Information Required


Your response must include:

- A plan which clearly outlines your approach to how you would implement this programme of work, identifying all deliverables, key milestones and the number and frequency of days given to support each pathfinder
- A risk register (Document 6) for the programme highlighting key risks, barriers, and challenges associated with the programme and how these will be mitigated
- Evidence that this approach is justified and logical, with timescales that are reasonable and realistic. This should include a clear articulation of the resources and staff needed to manage and deliver implementation, demonstrating their qualifications, experience and capacity
- A clear, proportionate communication plan to ensure the department is aware of implementation progress, and the management of any emerging issues and risks
- How you will work flexibly and with agility to support ongoing, iterative policy development

Bidder Response:

[Please submit your response to question 3 here]

Our Programme Plan (revised 5 March 2024)

 <Redacted under Section 43 of FOI Act>This

Justification for our approach

██████████ <Redacted under Section 43 of FOI Act>

1. ██████████ <Redacted under Section 43 of FOI Act>
 - i. ██████████ <Redacted under Section 43 of FOI Act>
 - ii. ██████████ <Redacted under Section 43 of FOI Act>
 - iii. ██████████ <Redacted under Section 43 of FOI Act>
2. ██████████ <Redacted under Section 43 of FOI Act>
 - iv. ██████████ <Redacted under Section 43 of FOI Act>
 - v. ██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 40 of FOI Act>, ██████████ <Redacted under Section 40 of FOI Act> will take overall responsibility for our work and **ensure interdependencies across the programme are managed.**

██████████ <Redacted under Section 43 of FOI Act>

- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>

We propose ██████████ **<Redacted Under Section 43 of FOI Act> days of support:** ██████████ **<Redacted Under Section 43 of FOI Act>** of direct work with pathfinders, LAs and other stakeholders; ██████████ **<Redacted Under Section 43 of FOI Act>**

Resources

Our team comprises:

- **Consultants experienced in designing and implementing regional models,** to support co-design work and successful go-live.

- **Experienced sector professionals** to broker local partnerships and funding agreements.
- **Qualified technical specialists** to deliver the required range of support.
- **Commercial specialists** to advise on best practice commissioning approaches.

RCC pathfinders

Name/role	Credentials	Days per week	
		Year1	Year2
██████████ <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • ██████████ <Redacted under Section 40 of FOI Act> 	██████████ <Redacted Under Section 40 FOI Act>	██████████ <Redacted Under Section 40 FOI Act>
██████████ <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • ██████████ <Redacted under Section 40 of FOI Act> 	██████████ <Redacted Under Section 40 FOI Act>	██████████ <Redacted Under Section 40 FOI Act>
██████████ <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • ██████████ <Redacted under Section 40 of FOI Act> 	██████████ <Redacted Under Section 40 FOI Act>	██████████ <Redacted Under Section 40 FOI Act>
██████████ <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> 	██████████ <Redacted Under Section 40 FOI Act>	██████████ <Redacted Under Section 40 FOI Act>

	<ul style="list-style-type: none"> • <Redacted under Section 40 of FOI Act> [REDACTED] • <Redacted under Section 40 of FOI Act> 		
[REDACTED] <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • [REDACTED] <Redacted under Section 40 of FOI Act> • [REDACTED] <Redacted under Section 40 of FOI Act> 	[REDACTED] <Redacted Under Section 40 FOI Act>	[REDACTED] <Redacted Under Section 40 FOI Act>
[REDACTED] <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • [REDACTED] <Redacted under Section 40 of FOI Act> • Worked across local govt & health 	[REDACTED] <Redacted Under Section 40 FOI Act>	[REDACTED] <Redacted Under Section 40 FOI Act>
[REDACTED] <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • Health & social care experience • [REDACTED] <Redacted under Section 40 of FOI Act> 	[REDACTED] <Redacted Under Section 40 FOI Act>	[REDACTED] <Redacted Under Section 40 FOI Act>
National support			
[REDACTED] <Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> • [REDACTED] <Redacted under Section 40 of FOI Act> • [REDACTED] <Redacted under Section 40 of FOI Act> 	[REDACTED] <Redacted Under Section 40 FOI Act>	[REDACTED] <Redacted Under Section 40 FOI Act>

<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> <Redacted under Section 40 of FOI Act> <Redacted under Section 40 of FOI Act> 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
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<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> Skilled in project management and learning <Redacted under Section 40 of FOI Act> 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> <Redacted under Section 40 of FOI Act> Regional models for data sharing/analysis 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> <Redacted under Section 40 of FOI Act> Regional placement demand forecasting 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> <Redacted under Section 40 of FOI Act> Accountant, commissioner/provider advisor 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> Experienced change consultants Central, local government & health experience 	<Redacted Under Section 40 FOI Act>	<Redacted Under Section 40 FOI Act>
Subject Matter Experts			
<Redacted under Section 40 of FOI Act>	<ul style="list-style-type: none"> <Redacted under Section 40 of FOI Act> Partnerships LA and health 		

<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • CSC practice/leadership
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • Regional working
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • ██████████ <Redacted under Section 40 of FOI Act>
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • ██████████ <Redacted under Section 40 of FOI Act>
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • Entrepreneur and CEO health provider • Engaging health stakeholders
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • ██████████ <Redacted under Section 40 of FOI Act> • Insight from 370 fostering services
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • Financial modeller • Funding formula
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • Criminal justice and CSC • Youth Justice engagement
<p>██████████ <Redacted under Section 40 of FOI Act></p>	<ul style="list-style-type: none"> • Fostering and youth justice • Youth Justice engagement

	<ul style="list-style-type: none"> • Connectivity with FFCP
<div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>	<ul style="list-style-type: none"> • Organisational design • Connectivity with FRRP
Commercial & Commissioning Specialists	
<div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>	<ul style="list-style-type: none"> • <div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div> • <div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>
<div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>	<ul style="list-style-type: none"> • Registered Social Worker • <div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>
<div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div>	<ul style="list-style-type: none"> • <div> <div></div> <div><Redacted under Section 40 of FOI Act></div> </div> • Comprehensive experience of joint commissioning
Technical Specialists	
Bevan Brittan	<ul style="list-style-type: none"> • Legal
Arcadis	<ul style="list-style-type: none"> • Capital build
ICT Revolutions	<ul style="list-style-type: none"> • IT systems
Buzzacott	<ul style="list-style-type: none"> • Chartered accountants
Greenside Associates	<ul style="list-style-type: none"> • HR

[REDACTED] <Redacted under Section 43 of FOI Act>

Communications plan

[REDACTED] <Redacted under Section 43 of FOI Act>

Our proposed communications are designed to [REDACTED] <Redacted under Section 43 of FOI Act>

- **Informal Weekly meetings between DfE and MV programme leads** – to track progress, address issues and upcoming tasks.
- **Monthly progress reports** – to track support time and progress in each pathway region, monitor risks and mitigations.
- **Quarterly performance reports and meetings** – to discuss overall performance against agreed KPIs.

- [REDACTED] <Redacted under Section 43 of FOI Act>
- **Fortnightly catchups between coaches and pathfinders** – to provide support and gather information to inform the DfE.

[REDACTED] <Redacted under Section 43 of FOI Act>

Policy development

MV have spent **over 10 years in delivery partner roles to the DfE**, fundamentally understanding how to transform policy into practice. During the RAA project, we were able to support the DfE over five years to **create, refine and deliver the policy of regional adoption**.

We are adept at fusing our understanding of public service reform with the needs of LAs and other public sector bodies. We know that policy must adapt to the environment in which it operates and have a **track record working alongside the DfE** to make that happen.

[REDACTED] <Redacted under Section 43 of FOI Act>

Risk register

Key risks and mitigations are attached in Document 6.

Words 1197/1200

Question 4

CHANGE MANAGEMENT

Question Weighting:
15%

Outline how you would approach supporting a group of LAs, health and youth justice partners and other stakeholders such as providers to co-design and deliver their vision for an RCC pathfinder (as referenced in the specification requirement 2).

The maximum word count for this question is 1000 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.

Technical Information Required

Your response must include:

- How you would support senior leaders to work together, including anticipating potential blockers, conflicts and challenges
- Examples of how you have worked to embed change in complex environments
- Evidence of long-term impact from change programmes you have worked on
- The approach you would take to the co-design process. Describe how you would ensure momentum is maintained and what mix of virtual and in-person support you would use to engage partners
- How you will maintain a strategic view of the co-design process in each pathfinder area, ensuring the model responds to local need (as identified by local partners) whilst meeting DfE's expectations as set out in the minimum criteria
- The approach you would take to engage health and youth justice partners and give any previous examples of working with health, youth justice and/or any other relevant partners

Bidder Response:

[Please submit your response to question 4 here]

To deliver the RCC Pathfinders programme, [REDACTED] <Redacted under Section 43 of FOI Act>. This ranges from the Children's Social Care Innovation Programme to our current work delivering on two elements of the implementation of Stable Homes, Built of Love: the Families First for Children Pathfinders (FFCP) and the Fostering Recruitment and Retention Programme.

Our work has put us at the heart of major culture and practice change in children's services and taught us the importance of codesign, [REDACTED] <Redacted under Section 43 of FOI Act>

Supporting leaders to work together

We are experienced at working collaboratively with senior stakeholders across children's services, health, and youth justice. Insight from previous change programmes will shape how we will overcome challenges:

Challenge	Our response
Limited time and engagement	██████████ <Redacted under Section 43 of FOI Act>
Navigating decision-making	<ul style="list-style-type: none"> • We can advise on local political decision-making processes and methods to ensure prompt implementation, including seeking delegated authority. Our expert ██████████ <Redacted under Section 40 of FOI Act> • , ██████████ <Redacted under Section 40 of FOI Act> , brings practical knowledge from her experience of the politics and practice of partnership.
Changes in leadership	██████████ <Redacted under Section 43 of FOI Act>. Our work with one of the FFCP Pathfinders gives us a recent experience of supporting a new leadership to positively engage in the programme.
Managing differing agendas and conflict	██████████ <Redacted under Section 43 of FOI Act>. In the RAA Programme we supported one RAA to prevent a LA from leaving the agreement by negotiating a compromise on their budget contribution.

Approach to co-design

Our approach to co-design will ██████████ <Redacted under Section 43 of FOI Act>. Co-design will be a distinct phase over the initial 6 months of the programme, prior to implementation. Our approach will comprise:

- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
- ✦ [REDACTED] <Redacted under Section 43 of FOI Act>

- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>
 - ✦ [REDACTED] <Redacted under Section 43 of FOI Act>
 - ✦ [REDACTED] <Redacted under Section 43 of FOI Act>

Holding a strategic and local view of the work in parallel

During mobilisation, we will [REDACTED] <Redacted under Section 43 of FOI Act>.

Pathfinder Steering Groups will be accountable for delivery to the design specification. We will [REDACTED] <Redacted under Section 43 of FOI Act>. This will draw on our previous experience in the RAA programme balancing local requirements with fidelity to DfE's policy goals. Our programme managers will [REDACTED] <Redacted under Section 43 of FOI Act>

We will [REDACTED] <Redacted under Section 43 of FOI Act>. We will **align with the National Expert Advisory Group**, including inputting emerging issues into agendas and feeding back recommendations to pathfinders. At regular points throughout the process, we propose [REDACTED] <Redacted under Section 43 of FOI Act>.

Engaging with partners

Our experience in co-design spans children’s social care, health, youth justice, and the voluntary sector. [REDACTED] <Redacted under Section 43 of FOI Act>

Creating the vision for RCCs will be a consensus-seeking process to bind partners together. We have successfully done this working in Kent and Medway Integrated Care System to develop partnership arrangements and shared service pathways around children’s mental health. [REDACTED] <Redacted under Section 43 of FOI Act>

Similarly, our work with **Youth Offending Service in Coventry** required [REDACTED] <Redacted under Section 43 of FOI Act> to help the Board of senior stakeholders to reflect on their role and engagement. We worked with police, social care, education and probation colleagues [REDACTED] <Redacted under Section 43 of FOI Act>.

MV’s track record of long-term impact

[REDACTED] <Redacted under Section 43 of FOI Act>

Regional Adoption Agencies Programme – establishing 32 live RAAs across the country, covering 149 local authorities. [REDACTED] <Redacted under Section 43 of FOI Act>

- **Strengthening Families Protecting Children Programme** – implementing change in culture and social care practice models across 18 local authorities. In the case of the ‘Family Valued’ approach, four LAs have moved from Ofsted ‘Requires Improvement’ to ‘Good’.
- **Implementing children’s trusts** – successful establishment of five trusts across England, with independent governance, management, and financial control. In North Northamptonshire, its Ofsted rating improved from ‘Inadequate’ to ‘Requires Improvement’ and in Sunderland improved to ‘Outstanding’.

Words 996/1000

Question 5

DELIVERY OF NATIONAL SUPPORT ON COMMISSIONING, FORECASTING AND MARKET SHAPING

**Question Weighting:
10%**

Outline how you would deliver the workstrand on national support with commissioning, forecasting and market shaping (as referenced in the specification requirements 5 and 6).

The maximum word count for this question is 1000 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.

Technical Information Required

Your response must include:

- The approach you would take to this work, including both the evidence gathering phase and delivery of support with i) the RCC pathfinders and ii) a wider group of LAs nationally
- How you would align this workstrand with the co-design and delivery of the RCC pathfinders to ensure the two are complementary
- Any previous examples of working with LAs and/or other stakeholders to build their capacity, including describing how you ensured long-lasting change was achieved
- How you would provide support to LAs including how you would disseminate learning and engage LAs to access support offered online

Bidder Response:

[Please submit your response to question 5 here]

- **Mutual Ventures** will be supported by **Social Finance**. They are the leading authority on children's social care data sharing and analysis (incl. forecasting), having supported four regional commissioning groups to design and implement regional analysis, and over half of local authorities (LAs) on commissioning-related analysis. To complement this, our team includes **leading commissioning experts** [REDACTED] <Redacted under Section 40 of FOI Act>
- , [REDACTED] <Redacted under Section 40 of FOI Act>
- , [REDACTED] <Redacted under Section 40 of FOI Act>
- and [REDACTED] <Redacted under Section 40 of FOI Act>
- Between them they have worked with regional commissioning groups across the country, advising providers and commissioners, developing regional sufficiency plans and contributing to reviews such as CMA's Market Study.

Approach

Our work will be delivered in two phases: [REDACTED] (1) <Redacted under Section 43 of FOI Act> [REDACTED] (2) <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

We will [REDACTED] <Redacted under Section 43 of FOI Act>. Our experts have deep understanding of the information that LAs gather, giving us a strong **hypothesis to test** through deep dives.

[REDACTED] <Redacted under Section 43 of FOI Act>

Information gathering

During **initial calls with 50 LAs** we will: [REDACTED] <Redacted under Section 43 of FOI Act>. At the end of these meetings the LAs will be ready to gather the required information.

Two weeks later, we will [REDACTED] <Redacted under Section 43 of FOI Act>.

Via LAs, we will [REDACTED] <Redacted under Section 43 of FOI Act>

We will [REDACTED] <Redacted under Section 43 of FOI Act>

These deep dives will allow us to build a national picture of current practices, market, data, tools, challenges and the appetite for change.

Reporting

We will [REDACTED] <Redacted under Section 43 of FOI Act>

Our report will **examine current practice around forecasting, procurement and market shaping** and set out how local authorities can **improve these practices at a local, regional and national level**. We will include clear recommendations on how a robust evidence base can be built in the longer term, including through **adopting a standardised**

national approach, and set out how a national network of RCCs could deliver better outcomes for children and improve value for money for the public purse.

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>:

- ██████████ <Redacted under Section 43 of FOI Act>.
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>.
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>

Alignment with pathfinders

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

Examples of working with LAs

Our team has a successful track record of working with DfE and LA social care teams to capture and analyse information quickly and to deliver impactful long-lasting change:

- MV delivered **support to 129 LAs to work on reducing delays in family courts** ██████████ <Redacted under Section 43 of FOI Act>
- As delivery partner on the Regional Adoption Agency programme, MV **worked with LAs to establish new regional models.** ██████████ <Redacted under Section 43 of FOI Act>
- SF **supported 32 London boroughs to develop the data sharing agreements, secure platform, automated processing, and market analysis required to give a regional view** of the market, then trained LA staff to continue the work independently.

Words 997/1000

Question 6

SPECIALIST SKILLS AND TECHNICAL EXPERTISE

**Question Weighting:
5%**

Please describe your ability to deliver the specialist and technical skills that the pathfinders will require (as referenced in the specification requirement 4).

The maximum word count for this question is 1000 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.

Technical Information Required

Your response must include:

- How you would conduct the assessment of technical support required for each pathfinder, including engaging LAs in this process, identifying gaps and how support would be resourced
- An outline of how technical support would be delivered including whether these requirements would be delivered in-house or through sub-contracting or partnership arrangements, and which organisations (if any) would be engaged
- Evidence that you have access to the specialist skills and technical expertise to support this project, including IT and data, HR, legal and commercial

Bidder Response:

[Please submit your response to question 6 here]

Mutual Ventures (MV) has a long history of supporting DfE to deliver technical change, including work on the Innovation Programme (IP), Regional Adoption Agencies (RAA) Programme and the current two Pathfinder programmes in Fostering and Social Care. Additionally, we have significant experience in designing and implementing multiple children's trusts which relied on a range of technical skills and delivery. Drawing from this experience and our wider network, we have assembled a uniquely placed team of subject matter experts and technical specialists to support the delivery of this programme.

Assessing Pathfinder support needs

 <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>This will **draw on the agreed themes within the pathfinder minimum criteria.** ██████████ <Redacted under Section 43 of FOI Act>

Resourcing and expert support

██████████ <Redacted under Section 43 of FOI Act>The package will be agreed with pathfinders and the DfE with **progress monitored through weekly meetings and monthly progress reports.** ██████████ <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act>

Name	Role	Expertise
<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act> 	Senior Stakeholder Engagement	<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act>
<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act> 	Senior Stakeholder Engagement	<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act>
<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act> 	Senior Stakeholder Engagement	<ul style="list-style-type: none"> ██████████ <Redacted under Section 40 of FOI Act>

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

Section 40 of FOI Act>		
• [REDACTED] <Redacted under Section 40 of FOI Act>	Children's Social Care Expert	Fostering and Youth Justice

• [REDACTED] <Redacted under Section 40 of FOI Act>	Children's Social Care Expert	Youth Justice
• [REDACTED] <Redacted under Section 40 of FOI Act>	Children's Social Care Expert	Fostering
• [REDACTED] <Redacted under Section 40 of FOI Act>	Children's Social Care Expert	Fostering
• [REDACTED] <Redacted under Section 40 of FOI Act>	Commercial Commissioning and	Commissioning and Procurement
• [REDACTED] <Redacted under Section 40 of FOI Act>	Finance & funding	LA Finance
• [REDACTED] <Redacted under Section 40 of FOI Act>	Financial, Commercial and Procurement	Financial Modelling
• [REDACTED] <Redacted under Section 40 of FOI Act>	Commissioning	Placements

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• [REDACTED] <Redacted under Section 40 of FOI Act>	Commissioning	Sufficiency
• [REDACTED] <Redacted under Section 40 of FOI Act>	Commissioning	Regional Working

Below we have listed our range of technical partner organisations. We have agreed subcontractual arrangements with each organisation, fully acknowledging that level of support will depend on need and capability on the ground within each pathfinder. [REDACTED]
<Redacted under Section 43 of FOI Act>

Name	Role	Expertise
Social Finance	Data sharing, supply/demand modelling, user research, social investment	[REDACTED] <Redacted under Section 43 of FOI Act>.
Bevan Brittan	Leading law firm, Legal (MOU and wider advisory)	[REDACTED] <Redacted under Section 43 of FOI Act>
Arcadis	Capital Build Specialists	[REDACTED] <Redacted under Section 43 of FOI Act>

Greenside Associates	Human Resources	Ability to input into HR processes that might be required
ICT Revolution	IT and Case Management systems	[REDACTED] <Redacted under Section 43 of FOI Act>
Buzzacott	Financial and Tax advisors	[REDACTED] <Redacted under Section 43 of FOI Act>

██████████ <Redacted under Section 43 of FOI Act> Approximately ██████████ <Redacted Under Section 43 of FOI Act> of technical support is available to support through the design and operational establishment phases. This is in addition to over ██████████ <Redacted Under Section 43 of FOI Act> of direct support from a lead and support coa who will support co-design workshops, learning and deliver hands on implementation support to each pathfinder ██████████ <Redacted Under Section 43 of FOI Act>

How we will deliver the support

We have resourced this expert pool based on our knowledge of children’s social care service and experience of supporting regional collaboration, including on the RAA programme and a Fostering Recruitment and Retention programme. Our support will be delivered in partnership with the pathfinders. ██████████ <Redacted under Section 43 of FOI Act>

- **Legal agreements** (such as Memorandum of Understanding or Joint Venture Agreements) and other legal advice, from Bevan Brittan.
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>
- ██████████ <Redacted under Section 43 of FOI Act>

Words 994/1000

Question 7	
SOCIAL VALUE - IMPROVE COMMUNITY INTEGRATION	Question Weighting: 10%
<p>Using a maximum of 1000 words describe the commitment your organisation will make to ensure that opportunities under the contract to deliver the Policy Outcome and Award Criteria. The chosen criteria is MAC 8.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support strong, integrated communities</p> <p>The criteria concerns activities that demonstrate and describe the tenderers existing or planned:</p> <ul style="list-style-type: none"> - Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote strong, integrated communities through its performance of the contract, e.g. through engagement, co-design/creation; training and education; partnering/collaborating; and volunteering <p>Please include:</p> <ul style="list-style-type: none"> - Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and - a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> - 1) timed action plan - 2) Use of metrics - 3) tools/processes used to gather data - 4) reporting - 5) feedback and improvement - 6) transparency <p>Reporting Metric</p> <ul style="list-style-type: none"> - Number of people-hours spent supporting local community integration, such as volunteering and other community-led initiatives, under the contract. <p>The maximum word count for this question is 1000 words (Including all text in diagrams, charts, and tables). Please submit your response in word format ONLY.</p>	
Bidder Response:	

[Please submit your response to question 7 here]

Our support to improve community integration will be carried out in conjunction with the Regional Care Co-operatives (RCCs) Pathfinders element of this programme.

The success of the pathfinders will depend on effective and trusting partnerships between councils, NHS and other health services, partners in youth justice, the wider VCSE sector, and communities more broadly. Our work supporting regional working within the children's services sector and the development of Integrated Care Systems suggest that in some cases these partnerships do not exist beyond good intentions written in a plan or strategy.

The Mutual Ventures (MV) mission is to "**improve life chances by making public services better, more sustainable and more connected to communities**", so we relish the opportunity to work with the two pathfinders to promote strong, integrated communities.

Our approach

- Working with [REDACTED] <Redacted under Section 40 of FOI Act>
- [REDACTED] <Redacted under Section 40 of FOI Act>
- , we have developed a "**Radical Place Leadership**" approach, which seeks to create leadership across regions and places which is genuinely integrated and trusting rather than focused on siloed services. We have also been working closely with [REDACTED] <Redacted under Section 40 of FOI Act>

at Gateshead Council and Changing Futures Northumbria who has developed the groundbreaking "**Liberated Method**" approach which **focuses on practice integration across services and communities**. Our approach is grounded in these principles.

Our approach is based on [REDACTED] <Redacted under Section 43 of FOI Act>

1. [REDACTED] <Redacted under Section 43 of FOI Act>
2. [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>:

- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>
- [REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

[REDACTED] <Redacted under Section 43 of FOI Act>

(264 words)

Timed project plan

This support will take place during the pathfinder co -design process and will run into the operational establishment plan below:

[REDACTED] Redacted under Section 43 of FOI Act>

(59 words)

[REDACTED] <Redacted under Section 43 FOI Act>

Metrics and Data collection

██████████ <Redacted under Section 43 FOI Act>

██████████ <Redacted under Section 43 FOI Act>

Time Commitment

Our estimated time commitment is ██████████ <Redacted under Section 43 FOI Act>

across the life-time of the programme, broken down as follows:

██████████ <Redacted under Section 43 FOI Act>

- ██████████ <Redacted under Section 43 FOI Act>
- ██████████ <Redacted under Section 43 FOI Act>
- ██████████ <Redacted under Section 43 FOI Act>
- ██████████ <Redacted under Section 43 FOI Act>

Feedback and continuous improvement

Continuous improvement is at the heart of everything we do. Our staged delivery approach will enable us to incorporate feedback. ██████████ <Redacted under Section 43 FOI Act>


██████████ <Redacted under Section 43 FOI Act>

Words 964/1000

Risk Register

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Example of Monthly Progress Report

 <Redacted under Section 43 FOI Act>

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SCHEDULE 7 – THE PRICING SCHEDULE

Delivery Partner Total Costs

Bidder Name:

Mutual Ventures Limited

Total costs:

£1,704,224.00

NB. This is the figure that will be used in the cost evaluation. The maximum budget is £1,805,000 (net) for the 12 month term of the contract running from 15th April 2024 to 31st March 2025. The tender will be awarded based on the Most Economically Advantageous Tender. Price is weighted in the tender at 35%

<Redacted Under Section 43 Commercially Sensitive>

Deliver Partner for RCC Pathfinders Contract

Final Audit Report

2024-04-19

Created: 2024-04-19

By: • [REDACTED] <Redacted under Section 40 of FOI Act>


Status: Signed

Transaction ID: CBJCHBCAABAAgLQYMMbZNs_RKZFUgCqD07Cb1zM8nbue

"Deliver Partner for RCC Pathfinders Contract" History

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