**DRAFT V1.0**

**2 FEBRUARY 2016**

**DATED [INSERT] 2016**

**(1) THE MINISTER FOR THE CABINET OFFICE**

**-and-**

**(2) [ENTER COMPANY NAME]**

**THE NEW COMMISSIONING ACADEMY**

**SERVICES CONCESSION CONTRACT**

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**THIS CONTRACT** is made on the **[INSERT]** day of **[Insert]** 2016

**BETWEEN:**

1. MINISTER FOR THE CABINET OFFICEof 70 Whitehall, London, SW1A 2AS (the “**Authority**”); and
2. **[ENTER COMPANY NAME]** which is a company registered in England and Wales under company number **[ENTER REGISTERED NUMBER]** and whose registered office is at **[ENTER COMPANY ADDRESS]** (the “**Concessionaire**”).

**RECITALS**

1. On **[ENTER DATE]** 2016, the Authority dispatched an electronic contract notice on Contracts Finder at http://contractsfinder.businesslink.gov.uk advertising the new Commissioning Academy services concession contract opportunity.
2. On **[ENTER DATE]** 2016, the Authority issued an Invitation to Tender entitled “The New Commissioning Academy Services Concession Contract Invitation to Tender” (the “ITT”) to potential concessionaires, including the Concessionaire, in respect of the provision of Commissioning Academy Services.
3. In response to the ITT, the Concessionaire submitted its application to the Authority for the Commissioning Academy services concession contract in time before the submission date of **[ENTER DATE]** (“the Response”),
4. On the basis of the Response, the Authority has selected the Concessionaire to provide the Commissioning Academy Services.
5. Accordingly, the Concessionaire has agreed to provide the Commissioning Academy Services on the terms and conditions set out in this Contract.

**ACCORDINGLY IT IS AGREED AS FOLLOWS:**

1. DEFINITIONS
   1. In this Contract and in the Schedules unless the context otherwise requires or admits the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| **Authority Background IPRs** | means  (a) IPRs owned by the Authority before the Commencement Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;  (b) IPRs created by the Authority independently of this Contract; and/or  (c) any copyright owned by the Crown, which is not available to the Concessionaire otherwise than under this Contract; |
| **Authority Data** | means  (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 are:  (i) supplied to the Concessionaire by or on behalf of the Authority; and/or  (ii) which the Concessionaire is required to generate, process, store or transmit pursuant to this Contract; or  (b) any Personal Data for which the Authority is the Data Controller; |
| **Business Continuity and Disaster Recovery Policy (or BCDR Policy)** | means the business continuity and disaster recovery policy and procedures of the Authority and any other relevant requirements of the Authority from time to time; |
| **Central Government Body** | 1. means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:    1. Government Department;    2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);    3. Non-Ministerial Department; or    4. Executive Agency; |
| **Co-Design** | means the time, prior to signature of the Contract and after the Concessionaire was selected by the Authority to enter into the Contract, used by the Authority and the Concessionaire to agree those matters as set out in Schedule 6; |
| **Commencement Date** | means **[ENTER DATE];** |
| **Commercially Sensitive Information** | means the information listed in Schedule  4 (Commercial Sensitive Information) comprising the information of a commercially sensitive nature relating to the Concessionaire, its IPRs or its business or which the Concessionaire has indicated to the Authority that, if disclosed by the Authority, would cause the Concessionaire significant commercial disadvantage or material financial loss; |
| **Commissioning Academy** | means the development programme established by the Authority for senior leaders from all parts of the public sector, which is designed to equip professionals to deal with the challenges facing public services, take up new opportunities and commission the right outcomes for their communities; |
| **Commissioning Academy Services** | means the new services to be provided by the Concessionaire to the Authority in respect of the Commissioning Academy under this Contract, as described in Schedule 1; |
| **Concessionaire** | has the meaning given to it in the preamble to this Contract; |
| **Concessionaire Background IPRs** | means  (a) IPRs owned by the Concessionaire before the Commencement Date; and/or  (b) IPRs created by the Concessionaire independently of this Contract,  which in each case is or will be used before or during the Term for designing, testing implementing or providing the Commissioning Academy Services; |
| **Confidential Information** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the disclosing Party, 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 but not including any information which:   1. was in the possession of the recipient Party without obligation of confidentiality prior to its disclosure by the disclosing Party; 2. the recipient Party obtained on a non-confidential basis from a third party who is not, to the recipient Party’s knowledge or belief, bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the recipient Party; 3. was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; 4. was independently developed without access to the Confidential Information; or 5. relates to the Concessionaire’s performance under this Contract; |
| **Contract** | means this contract and the Schedules annexed thereto, which includes what the Parties agreed at Co-Design, as varied from time to time in accordance with its terms; |
| **Contract Manager(s)** | means the person(s) appointed and listed in Schedule 3 by the Authority and the Concessionaire respectively to manage the Contract; |
| **Contract Year** | means   1. a period of 12 Months commencing on the Commencement Date; or 2. thereafter a period of 12 Months commencing on each anniversary of the Commencement Date;   provided that the final Contract Year shall end on the expiry or termination of the Contract; |
| **Control** | means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly; |
| **Core Content** | means the following in respect of the Commissioning Academy:  (a) Demystifying commissioning:   1. Definitions (differentiate from procurement) to achieve a common language; 2. Outcomes based commissioning; 3. User-centric design; co-design and co-production; 4. Whole systems thinking and leadership; defining and achieving outcomes; 5. Measuring benefits and use of evidence-based decision-making; and 6. New approaches including Social Investment, social action, open policy making;   (b) Relevant policy and myth-busting legislation:  (i) Co-design and co-production;   1. Public Services (Social Value) Act; 2. Digital; 3. Public Procurement Regulations; 4. Effective contract & relationship management and resilience management; 5. Alternative funding and organizational models e.g. mutual;   (c) Market development/management:  (i) Understanding how a market works and the supplier/provider perspective;   1. Working with VCSEs, SMEs and consortia; and 2. Assessing social value; |
| **Core Principles** | means the following in respect of the Commissioning Academy:  (a) Behavioural change:  (i) Accept collective responsibility to deliver tangible change, building an active alumni for sustained momentum, confidence and knowledge-sharing;   1. Promote attitudinal change, using commercial approaches and innovation with an appropriate scale of ambition;   (b) Style:  (i) Build resilience: the model is designed to enable collaborative, trusting relationships;  (ii) Human, intimate scale; a safe space in which to promote frank discussions;   1. Practical – providing examples, tools and time to reflect on how the ideas will be implemented locally;   (c) Intellectual rigour:  (i) Not academic theory, but the sharing of leading ideas   1. Peer challenge, enquiry and debate; participants become consultants 2. Cutting edge - input from leading experts, customers, partners and service provider; |
| **Crown** | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **Data Controller** | has the meaning given to it in the DPA; |
| **Data Processor** | has the meaning given to it in the DPA; |
| **Data Subject** | has the meaning given to it in the DPA; |
| **Data Subject Access Request** | means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data; |
| **Default** | means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:   1. in the case of the Authority, of its employees, servants, agents; or 2. in the case of the Concessionaire, of its Staff,   in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other; |
| **Dispute** | means any disputes or differences between the Parties arising out of the subject matter of this Contract; |
| **Dispute Resolution Procedure** | means the dispute resolution procedure set out in Clause 27; |
| **DOTAS** | means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992; |
| **DPA** | means the Data Protection Act 1998 and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to such Laws; |
| **EIRs** | means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issues by the Information Commissioner or any Central Government Body in relation to such Regulations; |
| **Extension Period** | means the period of any extensions of this Contract from the end of the Initial Period pursuant to Clause 4.2; |
| **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 any relevant Central Government Body in relation to such Act; |
| **Force Majeure** | means any circumstances beyond the reasonable control of the Party affected by it including, without limitation:   1. acts of God; 2. explosion, flood, lightning, tempest, fire, storm, power failure or accident (except where caused by the negligence of the Party concerned), epidemics of disease; 3. war, hostilities (whether war has been declared or not), invasion, terrorism, act of foreign enemies; 4. rebellion, revolution, insurrection, military or usurped power or civil war; 5. riot, civil commotion or disorder; 6. acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority; 7. import or export regulations or embargoes; and 8. strikes, lock-outs or other industrial actions or trade disputes of whatever nature (unless involving the employees of either Party); |
| **General Anti-Abuse Principle** | means  (a) the legislation in Part 5 of the Finance Act 2013; and  (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions; |
| **Good Industry Practice** | means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from the Concessionaire to an authority like the Authority, such Concessionaire seeking to comply with its contractual obligations in full and complying with applicable Laws; |
| **Halifax Abuse Principle** | means the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **Health and Safety Policy** | means the Authority’s health and safety policy in force, as amended from time to time; |
| **Information** | means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); |
| **Initial Period** | has the meaning given to it in Clause 4.1; |
| **Insolvency Event** | means   1. the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:    1. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or;    2. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; 2. the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; 3. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; 4. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; 5. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; 6. where the other Party is a company, a LLP or a partnership:    1. a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;    2. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;    3. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or    4. (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or 7. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| **Insurances** | has the meaning given to it in Clause 15; |
| **Intellectual Property Rights or IPRs** | means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, Know-How and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites; |
| **IPR Claim** | means any claim against the Authority of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPRs save for any such claim to the extent that it is caused by any use by or on behalf of the Authority of any IPRs; |
| **ITT** | means the Authority’s invitation to tender as referred to and particularised in recital (B) of this Contract; |
| **Know-How** | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Commissioning Academy Services but excluding know how already in the other Party’s possession before this Contract; |
| **Law** | means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Concessionaire is bound to comply; |
| **Losses** | means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and “**Loss**” shall be construed accordingly; |
| **Mediator** | has the meaning given to in Clause 27.2.1; |
| **Month** | means the period of a calendar month and “Monthly” shall be construed accordingly; |
| **Net Revenue** | means the total gross income received by the Concessionaire in the course of providing the Commissioning Academy Services less VAT; |
| **Occasion of Non-Tax Compliance** | 1. means where:    1. any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:       1. a Relevant Tax Authority successfully challenging the Concessionaire under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;       2. the failure of an avoidance scheme which the Concessionaire was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or       3. any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion; |
| **Participant(s)** | means any individual or organisation availing of the Commissioning Academy Services provided by the Concessionaire; |
| **Parties** | means the parties to this Contract; and **"Party"** means any one of them; |
| **Personal Data** | personal data (as defined in the DPA) which is Processed by the Concessionaire or any Sub-Contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with this Contract; |
| **Process** | has the meaning given to it under the DPA and “Processed” and “Processing” shall be construed accordingly; |
| **Prohibited Act** | means   * + - * 1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:   induce that person to perform improperly a relevant function or activity; or  reward that person for improper performance of a relevant function or activity;   * + - * 1. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;         2. an offence:   under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);  under legislation or common law concerning fraudulent acts; or  defrauding, attempting to defraud or conspiring to defraud the Authority; or   * + - * 1. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| **Project Specific IPRs** | means  (a) Intellectual Property Rights in items created by the Concessionaire (or by a third party on behalf of the Concessionaire) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or  (b) Intellectual Property Rights arising as a result of the performance of the Concessionaire’s obligations under this Contract;  but shall not include the Concessionaire Background IPRs; |
| **Relevant Requirements** | means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010; |
| **Relevant Tax Authority** | means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Concessionaire is established; |
| **Replacement Concessionaire** | means any third party service provider appointed by the Authority to supply any Commissioning Academy Services which are substantially similar to any of the Commissioning Academy Services and which the Authority receives in substitution for any of the Commissioning Academy Services following the expiry, termination or partial termination of the Contract; |
| **Request For Information** | means a Request for Information under the FOIA or the EIRs; |
| **Security Requirements** | means any security policies that the Authority may have in force and as amended from time to time; |
| **Staff** | means all directors, officers, employees, Key Personnel, agents, consultants and contractors of the Concessionaire and/or of any Sub-Contractor engaged in the performance of the Concessionaire’s obligations under this Contract; |
| **Standards** | means any:  (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that would be required as per Good Industry Practice;  (b) standards detailed in Schedule 1;  (c) standards agreed between the Parties from time to time;  (d) relevant Government codes of practice and guidance applicable from time to time; |
| **Sub-Contract** | means any contract or agreement (or proposed contract or agreement) between the Concessionaire (or a Sub-Contractor) and any third party whereby that third party agrees to provide to the Concessionaire (or the Sub-Contractor) all or any part of the Commissioning Academy Services or facilities or services which are material for the provision of the Commissioning Academy Services or any part thereof or necessary for the management, direction or control of the Commissioning Academy Services or any part thereof; |
| **Sub-Contractor** | means any third party with whom:  (a) the Concessionaire enters into a Sub-Contract; or  (b) a third party under (a) above enters into a Sub-Contract,  or the servants or agents of that third party; |
| **Suspension Period** | has the meaning given to it in Clause 24.1; |
| **Term** | means the period commencing on the Commencement Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of this Contract; |
| **Transparency Principles** | means the principles which set out the requirement for the proactive release of information under the Government’s transparency commitment to publish contract information. They set a presumption in favour of disclosure, to encourage both Government and suppliers to consider the information that should be made available when government signs a contract with a supplier; |
| **Transparency Reports** | means the information relating to the Commissioning Academy Services and performance of this Contract which the Concessionaire is required to provide to the Authority in accordance with the reporting requirements in Schedule 5; |
| **VAT** | means value added tax as provided for in the Value Added Tax Act 1994; |
| **Working Days** | means any day other than a Saturday, Sunday or public holiday in England and Wales. |

* 1. The interpretation and construction of this Contract shall be subject to the following provisions:
     1. importing the singular meaning include where the context so admits the plural meaning and vice versa;
     2. the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
     3. a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument subsequently amended or re-enacted;
     4. the headings are for ease of reference only and shall not affect the interpretation or construction of this Contract;
     5. reference to a Clause or a Schedule or annex are references to a clause in or schedule or annex to this Contract unless otherwise stated; and
     6. where the context allows the masculine includes the feminine and the neuter and the single includes the plural and vice versa.
  2. If there is any conflict between the Clauses and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
     1. the Clauses; and
     2. Schedules 1, 2, 3, 4, 5 and 6.

1. CAPACITY OF THE AUTHORITY
   1. In entering into this Contract the Authority is acting as part of the Crown.
2. DUE DILIGENCE
   1. The Concessionaire acknowledges that it has:
      1. 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 Authority;
      2. raised any relevant questions with the Authority before the Commencement Date and agrees that it has received such answers from the Authority to enable it to enter into this Contract with all reasonable expectation of being able to fulfil its obligations hereunder; and
      3. entered into this Contract in reliance on its own due diligence alone.
3. TERM
   1. This Contract shall come into force on the Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of the Contract or otherwise by operation of Law, for two (2) years (“**Initial Period**”) when it shall terminate automatically without notice unless, no later than three (3) Months before the end of the Initial Period, the Authority gives notice to extend the Initial Period in accordance with Clause 4.2.
   2. At the end of the Initial Period, the Authority shall have the option to extend the Initial Period of this Contract for up to one (1) further period of up to a maximum of twelve (12) Months (“**Extension Period**”). If the Authority intends to exercise the option to extend the Initial Period of this Contract, it shall give notice to the Concessionaire no later than three (3) Months prior to the end of the Initial Period and such notice shall include details of the duration of the relevant extension.

**[EXTENDING THE CONTRACT BEYOND THE TWO (2) YEAR + ONE (1) TERM INCLUDED IN CLAUSES 4.1 AND 4.2 FOR AN ADDITIONAL PERIOD OF UP TO 1 YEAR IS SUBJECT TO CO-DESIGN]**

1. OBLIGATIONS OF THE CONCESSIONAIRE

Provision of the Commissioning Academy Services

* + 1. The Concessionaire shall provide the Commissioning Academy Services from the Commencement Date.
    2. The Concessionaire shall perform its obligations under this Contract in accordance with:
       1. all applicable Law;
       2. Good Industry Practice;
       3. the Standards;
       4. the Security Requirements; and
       5. the Concessionaire's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.1.2(a) to 5.1.2(d).
    3. In the event that the Concessionaire becomes aware of any inconsistency between the requirements of Clauses 5.1.2(a) to 5.1.2(d), the Concessionaire shall immediately notify the Authority in writing of such inconsistency and the Authority shall, as soon as practicable, notify the Concessionaire which requirement the Concessionaire shall comply with.
    4. The Concessionaire shall maintain and enhance the good reputation of the Commissioning Academy which the Authority enjoys and shall do nothing to damage or prejudice such reputation.
    5. The Concessionaire shall bear in full and shall have no recourse to the Authority for any expense, liability, or loss arising as a result of not attracting any or sufficient numbers of customers to the Commissioning Academy Services.

1. OBLIGATIONS OF THE AUTHORITY
   1. The Concessionaire shall assume all commercial and economic risk of providing the Commissioning Academy Services, which includes the risk of attracting any or a sufficient number of customers to the Commissioning Academy Services and any cost associated with the delivery of them.
   2. In consideration of Clause 6.1, the Authority shall permit the Concessionaire to exploit the Commissioning Academy Services in accordance with this Contract.
   3. Without prejudice to Clause 6.1, the Authority may in its absolute and sole discretion offer the Concessionaire the following during the Term:
      1. official and Ministerial endorsement and assistance with high level marketing;
      2. Commissioning Academy content and resources; and
      3. contract management assistance (“Hand on the Tiller”).
   4. The Authority offers no guarantee or any actual value or frequency in relation to what the Authority may offer to the Concessionaire under Clause 6.3.

1. ACCOUNTING, AUDITING AND REPORTING

Accounting

* + 1. The Concessionaire shall keep and maintain until eighteen (18) Months after the Term full and accurate accounts, records and books of the operation of this Contract and in respect of the provision of the Commissioning Academy Services, which shall, inter alia, include details relating to:
       1. all income received or accrued by the Concessionaire broken down against each element of the Commissioning Academy Services;
       2. the Concessionaire’s costs broken down against each element of the Commissioning Academy Services;
       3. all operating expenditure relating to the provision of the Commissioning Academy Services including:
          1. the unit costs and quantity of bought-in services;
          2. amounts paid to all third party suppliers and any Sub-Contractors; and
          3. Net Revenue for each Month.

Reporting

* + 1. The Concessionaire shall submit to the Authority an annual certificate of all income received or accrued by the Concessionaire in respect of the provision of the Commissioning Academy Services no later than the 30th of April following each successive Contract Year. Where the Contract is terminated early (for whatever reason), the Concessionaire shall provide the annual certificate within thirty (30) days of the termination date. The annual certificate shall be confirmed by a qualified chartered accountant from the Concessionaire's management.
    2. In addition to the annual certificate and Monthly report provided by the Concessionaire in accordance with Clause 7.2.1 and Schedule 2 respectively, the Concessionaire shall provide to the Authority all other reports (final and non-financial) in a format and at such times as reasonably required by the Authority, in relation to the provision of the Commissioning Academy Services, which shall include, inter alia:
       1. Monthly sales figures categorised into operational areas and identifying major functions in respect of each Month; and
       2. a commentary on marketing initiatives and other activities.

Audit Rights

* + 1. The Authority, acting by itself or through its agents, shall have the right during the Term and for a period of eighteen (18) Months thereafter, and the Concessionaire shall permit the same at any time during normal business hours (upon giving reasonable notice in writing to the Concessionaire) including for the following purposes:
       1. to inspect and verify the information and details referred to in Clause 7.1.1;
       2. to verify the Concessionaire’s costs (including the amounts paid to all Sub‑Contractors and any third party suppliers);
       3. to verify the integrity and content of any financial and non-financial reports provided by the Concessionaire pursuant to this Contract;
       4. to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Concessionaire of the purpose or objective of its investigations;
       5. to obtain such information as is necessary to fulfil the Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
       6. to carry out the Authority’s internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts; and/or
       7. to enable the National Audit Office 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 Authority has used its resources

1. CONSENTS, APPROVALS AND LICENCES
   1. Unless stated otherwise in this Contract and subject to Clause 16 (Intellectual Property Rights), the Concessionaire shall ensure that all statutory consents, approvals or licences required for the provision of the Commissioning Academy Services including, where appropriate, personal licences and at premises, are valid and in full force and effect and maintained, where appropriate, in the joint names of the Parties or their nominees. The Concessionaire shall, in the case of each such consent, approval or licence, apply at its own expense for all such renewals as may be required during the Term.
   2. The Authority shall co‑operate in all reasonable ways in assisting the Concessionaire to comply with its obligations under Clause 8.1 and will, in so far as they relate to the activities of the Authority, observe and perform the conditions and obligations attaching thereto.
2. PREVENTION OF FRAUD AND BRIBERY
   1. The Concessionaire represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
      1. committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
      2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
   2. The Concessionaire shall not during the Term:
      1. commit a Prohibited Act; and/or
      2. do or suffer anything to be done which would cause the Authority or Staff to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
   3. The Concessionaire shall during the Term:
      1. establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
      2. keep appropriate records of its compliance with its obligations under Clause 9.3.1and make such records available to the Authority on request.
   4. The Concessionaire shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 9.1and/or 9.2, or has reason to believe that it has or any of the Staff have:
      1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
      2. been listed by any government department or agency as being debarred, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
      3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
   5. If the Concessionaire makes a notification to the Authority pursuant to Clause 13.4, the Concessionaire shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 7.
   6. If the Concessionaire commits a Default in relation to Clauses 9.1 and/or 9.2, the Authority may by notice:
      1. require the Concessionaire to remove from performance of this Contract any Staff whose acts or omissions have caused the Default; or
      2. immediately terminate this Contract for material Default.
   7. Any notice served by the Authority under Clause 9.6 shall specify the nature of the Prohibited Act, the identity of the Staff member who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).
3. COMPLIANCE

Health and Safety

* + 1. The Concessionaire shall perform its obligations under this Contract (including those in relation to the Commissioning Academy Services) in accordance with:

1. all applicable Law regarding health and safety; and
2. its own health and safety policy, which shall be in accordance with Clause 10.1.2.
   * 1. The Concessionaire shall review its own health and safety policy regularly and at least every twelve (12) Months to ensure that both on the Commencement Date and throughout the Term it complies with the Health and Safety Policy. The Concessionaire shall keep a copy of its own health and safety policy and make the same available to the Authority for inspection on the Authority’s request.
     2. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Concessionaire shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Equality and Diversity

* + 1. The Concessionaire shall perform its obligations under this Contract (including those in relation to the Commissioning Academy Services) in accordance with:

1. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
2. the Authority’s equality and diversity policy as provided to the Concessionaire from time to time; and
3. any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law.
   * 1. The Concessionaire shall take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

* + 1. The Concessionaire shall comply with the provisions of:

1. the Official Secrets Acts 1911 to 1989; and
2. section 182 of the Finance Act 1989.

Promoting Tax Compliance

* + 1. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Concessionaire shall:
       1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
       2. promptly provide to the Authority:
          1. details of the steps that the Concessionaire is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
          2. such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonable requires.
    2. In the event that the Concessionaire fails to comply with this Clause 10.4.2 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Contract for material Default.

1. PROTECTION OF PERSONAL DATA
   1. With respect to the Parties' rights and obligations under this Contract, the Parties acknowledge that the Authority is a Data Controller and that the Concessionaire is a Data Processor.
   2. The Concessionaire shall:
      1. process the Personal Data only in accordance with instructions from the Authority to perform its obligations under this Contract;
      2. ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including any measures set out in Clause 13 (Authority Data) and the Security Requirements;
      3. not disclose or transfer the Personal Data to any third party or Staff unless necessary for the provision of the Commissioning Academy Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
      4. take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that the Staff:
         1. are aware of and comply with the Concessionaire’s duties under this Clause 15 and Clauses and 13 (Authority Data) and 30.7 (Confidentiality) and the Security Requirements;
         2. 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 Authority or as otherwise permitted by this Contract; and
         3. have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
      5. notify the Authority within five (5) Working Days if it receives:
         1. from a Data Subject (or third party on their behalf):
            1. a Data Subject Access Request (or purported Data Subject Access Request);
            2. a request to rectify, block or erase any Personal Data; or
            3. any other request, complaint or communication relating to the Authority's obligations under the DPA;
         2. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
         3. 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;
      6. provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause 11.2.5, including by promptly providing the Authority:
         1. with full details and copies of the complaint, communication or request;
         2. where applicable, such assistance as is reasonably requested by the Authority to enable the Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
         3. on request by the Authority, with any Personal Data it holds in relation to a Data Subject; and
      7. if requested by the Authority, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 15 and provide to the Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
   3. The Concessionaire shall use its reasonable endeavours to assist the Authority to comply with any obligations under the DPA and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of the Authority’s obligations under the DPA to the extent the Concessionaire is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
2. FREEDOM OF INFORMATION
   1. The Concessionaire acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Concessionaire shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
      2. transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
      3. provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
      4. not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
   2. The Concessionaire acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Concessionaire. The Authority shall take reasonable steps to notify the Concessionaire of a Request For Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Concessionaire’s Confidential Information (including any Commercially Sensitive Information) and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
3. AUTHORITY DATA
   1. The Concessionaire shall not:
      1. delete or remove any proprietary notices contained within or relating to the Authority Data;
      2. store, copy, disclose, or use the Authority Data except as necessary for the performance by the Concessionaire of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
   2. To the extent that Authority Data is held and/or processed by the Concessionaire, the Concessionaire shall supply that Authority Data to the Authority as requested by the Authority in the format specified the Authority.
   3. The Concessionaire shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-Contractor.
   4. The Concessionaire shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Policy. The Concessionaire shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
   5. The Concessionaire shall ensure that any system on which the Concessionaire holds any Authority Data, including back-up data, is a secure system that complies with the Security Requirements.
   6. If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Concessionaire's Default so as to be unusable, the Authority may:
      1. require the Concessionaire (at the Concessionaire's expense) to restore or procure the restoration of Authority Data and the Concessionaire shall do so as soon as practicable but not later than within five (5) Working Days from the date of receipt of the Authority’s notice; and/or
      2. itself restore or procure the restoration of Authority Data, and shall be repaid by the Concessionaire any reasonable expenses incurred in doing so to the extent.
   7. If at any time the Concessionaire suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Concessionaire shall notify the Authority immediately and inform the Authority of the remedial action the Concessionaire proposes to take.
4. LIABILITY

Unlimited Liability

* + 1. Neither Party limits its liability for:
       1. death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
       2. fraud or fraudulent misrepresentation by it or its employees;
       3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
       4. any liability to the extent it cannot be limited or excluded by Law.
    2. The Concessionaire’s liability in respect of the indemnity in Clause 19 (IPR Indemnity) shall be unlimited (whether before or after the making of the demand pursuant to the indemnity).

Financial and other Limits

* + 1. Subject to Clause 14.1 (Unlimited Liability) and Clauses 14.3 (Consequential Losses) the Concessionaire's aggregate liability in respect of;
       1. all Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Concessionaire shall in no event exceed £1 million.
    2. Subject to Clause 14.1 (Unlimited Liability) and Clause 14.3 (Consequential Losses), the Authority's aggregate liability in respect of all Losses incurred by the Concessionaire under or in connection with this Contract as a result of Defaults of the Authority shall in no event exceed £1 million.

Consequential Losses

* + 1. Subject to Clauses 14.1, neither Party shall be liable to the other Party for:
       1. any indirect, special or consequential Loss; or
       2. any loss of profits (indirect and direct), turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

Recoverable Losses

* + 1. Notwithstanding Clause 14.3 but subject to Clause 14.2 the Concessionaire acknowledges that the Authority may, amongst other things, recover from the Concessionaire the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Concessionaire:
       1. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
       2. any wasted expenditure or charges;
       3. the additional cost of procuring replacement Commissioning Academy Services for the remainder of the Term, which shall include any incremental costs associated with such replacement Commissioning Academy Services above those which would have been payable under this Agreement;
       4. any compensation or interest paid to a third party by the Authority; and
       5. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

1. INSURANCE
   1. The Concessionaire shall effect and maintain in force all necessary insurances to cover its potential liabilities in connection with this Contract which shall include, as a minimum:
      1. employers’ liability insurance in respect of the Concessionaire’s employees with a minimum limit of five million pounds sterling (£5,000,000) (or such higher minimum limit as required by Law from time to time);
      2. public liability insurance with a minimum limit of ten million pounds sterling (£10,000,000) for claims arising from a single event or series of related events ;and
      3. product liability insurance with a minimum limit of indemnity of ten million pounds sterling (£10,000,000) per claim; and
      4. any other insurances as may be required by applicable Law;

together the“**Insurances**”.

* 1. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
  2. On the written request of the Authority, the Concessionaire shall provide the Authority with a copy of each insurance policy.
  3. The Concessionaire will maintain such effect and maintain in force such Insurances during the Term and one year thereafter.
  4. The Concessionaire shall produce evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Clause 15.
  5. The Concessionaire shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
  6. In the event that the Concessionaire fails to purchase or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Concessionaire to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Concessionaire.
  7. The Concessionaire shall promptly notify to insurers any matter arising from, or in relation to, the Commissioning Academy Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Commissioning Academy Services and/or this Contract, the Concessionaire shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

1. INTELLECTUAL PROPERTY RIGHTS

[TO BE DISCUSSED AT CO-DESIGN]

* 1. Except as expressly set out in this Contract:
     1. the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Concessionaire or its licensors, including the Concessionaire Background IPRs;
     2. the Concessionaire shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
        1. the Authority Data; and
        2. the Authority Background IPRs.
  2. Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 16.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
  3. Neither Party shall have any right to use any of the other Party's or the other Party’s licensors’ names, logos or trademarks on any of its products or services without the other Party's prior written consent.

1. LICENSES AND TRANSFERS GRANTED BY THE CONCESSIONAIRE

**Project Specific IPRs**

* 1. The Concessionaire hereby agrees to transfer to the Authority, or shall procure the transfer to the Authority of, all rights in the Project Specific IPRs.
  2. The Concessionaire shall execute all such assignments as are required to ensure that any rights in the Project Specific IPRs are properly transferred to the Authority.

**Concessionaire Background IPRs**

* 1. The Concessionaire hereby grants to the Authority perpetual, royalty-free and non-exclusive licences to use the Concessionaire Background IPRs for any purpose relating to the Commissioning Academy Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority’s (or any other Central Government Body’s) business or function.

**Authority’s right to sub-license**

* 1. The Authority may sub-license:
     1. the rights granted under Clause 17.3 ( Concessionaire Background IPRs) to a third party (including for the avoidance of doubt, any Replacement Concessionaire) provided that:
        1. the sub-licence is on terms no broader than those granted to the Authority; and
        2. the sub-licence authorises the third party to use the rights licensed in Clause 17.3 (Concessionaire Background IPRs) only for purposes relating to the Commissioning Academy Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority’s (or any other Central Government Body’s) business or function.
  2. The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 17.3 (Concessionaire Background IPRs) to:
     1. a Central Government Body; or
     2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.
  3. Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 17.3 (Concessionaire Background IPRs). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted Clause 17.3 (Concessionaire Background IPRs).
  4. If a licence granted in Clause 17.3 (Concessionaire Background IPRs) is novated under Clause 17.5 or there is a change of the Authority’s status pursuant to Clause 17.6, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Authority.

**Termination and Replacement Concessionaires**

* 1. For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Concessionaire pursuant to or as contemplated by this Clause **Error! Reference source not found.**
  2. The Concessionaire shall, if requested by the Authority and at the Concessionaire’s cost, grant (or procure the grant) to any Replacement Concessionaire of a licence to use any Concessionaire Background IPRs on a royalty-free basis to the Replacement Concessionaire and on terms no less favourable than those granted to the Authority in respect of the relevant IPRs pursuant to or as contemplated by this Clause **Error! Reference source not found.** subject to receipt by the Concessionaire of a confidentiality undertaking in its favour duly executed by the Replacement Concessionaire.

1. LICENCES GRANTED BY THE AUTHORITY
   1. The Authority hereby grants to the Concessionaire a royalty-free, non-exclusive, non-transferable licence during the Term to use the Authority Background IPRs, the Project Specific IPRs and the Authority Data solely to the extent necessary for performing the Commissioning Academy Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
      1. any relevant Sub-Contractor has entered into a confidentiality undertaking with the Concessionaire on the same terms as set out in Clause 30.7 (Confidentiality); and
      2. the Concessionaire shall not, without the Authority’s prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority.
   2. In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 18.1 and any sub-licence granted by the Concessionaire in accordance with Clause 18.1 shall terminate automatically on the date of such termination or expiry and the Concessionaire shall:
      1. immediately cease all use of the Authority Background IPRs and the Authority Data (as the case may be);
      2. at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Background IPRs and the Authority Data, provided that if the Authority has not made an election within 6 months of the termination of the licence, the Concessionaire may destroy the documents and other tangible materials that contain any of the Authority Background IPRs and the Authority Data (as the case may be); and
      3. ensure, so far as reasonably practicable, that any Authority Background IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Concessionaire computer, word processor, voicemail system or any other Concessionaire device containing such Authority Background IPRs and/or Authority Data.
2. IPR INDEMNITY
   1. The Concessionaire shall ensure and procure that the availability and provision of the Commissioning Academy Services and the performance of the Concessionaire's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
   2. The Concessionaire shall, during and after the Term, on written demand indemnify the Authority against all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
   3. If an IPR Claim is made, or the Concessionaire anticipates that an IPR Claim might be made, the Concessionaire may, at its own expense and sole option, either:
      1. procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
      2. replace or modify the relevant item with non-infringing substitutes provided that:
         1. the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
         2. the replaced or modified item does not have an adverse effect on any other Commissioning Academy Services;
         3. there is no additional cost to the Authority; and
         4. the terms and conditions of this Contract shall apply to the replaced or modified Commissioning Academy Services.
   4. If the Concessionaire elects to procure a licence in accordance with Clause **Error! Reference source not found.** or to modify or replace an item pursuant to Clause **Error! Reference source not found.**, but this has not avoided or resolved the IPR Claim, then:
      1. the Authority may terminate this Contract by written notice with immediate effect for material Default; and
      2. without prejudice to the indemnity set out in Clause **Error! Reference source not found.**, the Concessionaire shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.
3. BRANDING AND PUBLICITY
   1. The Concessionaire shall not:
      1. make any press announcements or publicise this Contract or its contents in any way; or
      2. use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

1. GOVERNANCE AND COMMUNICATION
   1. The Parties shall comply with Schedule 3.
2. COOPERATION
   1. The Parties acknowledge and confirm their understanding of the need for a reasonable approach to the planning, carrying out and variation of the Commissioning Academy Services and the importance of taking full account of the circumstances and context in which they will be provided.
   2. In this spirit, and without prejudice to the Authority’s rights under Clause 23, the Parties agree to co-operate and consult with each other to the fullest extent practicable and to act reasonably with due regard to the standard of the services and the prices at which the Commissioning Academy Services are to be sold and in particular the Authority will consult in good faith and in a timely manner with the Concessionaire in connection with the design of all additions to or alterations of the services which may affect the provision of the Commissioning Academy Services.
3. TERMINATION
   1. The Authority may terminate the Contract for any reason by giving six months’ notice in writing to the other Party, such notice cannot be served before 30 September 2016.
   2. The Authority may, by serving written notice on the Concessionaire, terminate this Contract immediately (or on such other date specified in the written notice) in the event that:
      1. the Concessionaire commits a material Default and if:
         1. the Concessionaire has not remedied the material Default to the satisfaction of the Authority within twenty five (25) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material Default and requesting it to be remedied; or
         2. the material Default is not, in the opinion of the Authority, capable of being remedied;
      2. a right of termination for material Default of the Concessionaire is expressly reserved in this Contract including, without limit, under Clauses 9.6.2, 10.4.2 and **Error! Reference source not found.**(a) ;
      3. the Concessionaire has ceased to carry on the business of the supply, sale or provision of the Commissioning Academy Services;
      4. there has been a change of Control over the Concessionaire, unless the Authority has:
         1. given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
         2. not served its notice of objection within six (6) Months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; and/or
      5. an Insolvency Event occurs in respect of the Concessionaire.
   3. Where the Authority has the right to terminate this Contract, it shall be entitled to terminate all or part of this Contract provided always that, if the Authority elects to terminate this Contract in part, the parts of this Contract not terminated can, in the Authority’s reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.
4. SUSPENSION
   1. In the event that the Concessionaire fails to rectify any remediable Default(s) or persistently commits remediable Defaults, the Authority shall be entitled, without prejudice to any of its other rights under this Contract and on reasonable notice to the Concessionaire, to suspend the Concessionaire's provision of part or all of the Commissioning Academy Services for such period as it shall consider sufficient for the Concessionaire to remedy the Default(s) (the **"Suspension Period"**).
5. EFFECTS OF TERMINATION
   1. Upon the expiry of this Contract or its earlier termination (for whatever reason), the Concessionaire shall:
      1. immediately return to the Authority all the Authority Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Commissioning Academy Services;
      2. provide all reasonable assistance and information to the Authority (and to any Replacement Concessionaire appointed by the Authority) if requested, to the extent necessary to effect an orderly assumption of the Commissioning Academy Services by the Authority or the Replacement Concessionaire including but not limited to the following:
         1. within 10 Working Days of being so requested by the Authority, the Concessionaire shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Commissioning Academy Services including (but without limitation) details which relate to the performance and monitoring of the Commissioning Academy Services including all historical Commissioning Academy Services reports and documents; training and induction manuals; business process and procedures; know-how (which the Concessionaire shall capture and document); any information relating to the delivery of the Commissioning Academy Services which the Concessionaire is under an obligation to record and report, including historical information of previous Service performance; and any other information which in the reasonable opinion of the Authority is required for a smooth transfer of the Commissioning Academy Services to a Replacement Concessionaire;
         2. following notification by the Authority to award a contract to the Replacement Concessionaire, the Authority shall be entitled to bring the Replacement Concessionaire to any meetings between the Concessionaire and the Authority relating to the Commissioning Academy Services throughout the Term plus up to one (1) year thereafter, provided that the Concessionaire may request that the Replacement Concessionaire be excluded from discussions relating to commercial issues which are sensitive to the Concessionaire's business and which are not relevant to the provision of the replacement Commissioning Academy Services (including discussion of any proprietary processes or information that are considered commercially sensitive by the Concessionaire); and
      3. cease to use the Authority Data and, at the direction of the Authority, provide the Authority and/or the Replacement Concessionaire with a complete and uncorrupted version of the Authority Data in electronic form in the formats and on media agreed with the Authority and/or the Replacement Concessionaire.
   2. Following termination of this Contract by either Party, the Authority shall be entitled to:
      1. require the Concessionaire to assign and the Concessionaire shall agree to assign the full benefit of all existing future bookings, together with full details of all associated contacts, to the Authority, and all deposits and advanced payments shall be transferred to the incoming Concessionaire; and
      2. require the Concessionaire to assist in any application to transfer the benefit of any licences obtained pursuant to this Contract to the Authority or to any third party nominated by the Authority and the Concessionaire shall agree to so assist, at the expense of the new licensee.
   3. Upon the expiry of this Contract or its earlier termination (for whatever reason), the Parties shall comply with the provisions of any exit plan agreed between the Parties in relation to orderly transition of the Commissioning Academy Services to the Authority or a Replacement Concessionaire.
   4. Where the Authority terminates the Contract, other than under Clauses 23.1and 23.2.5, the Concessionaire hereby indemnifies the Authority against all claims, proceedings, actions, losses, damages, costs, expenses, and any other liabilities (including legal fees) which may arise out of, or in consequence of, such termination including but not limited to making alternative arrangements for the supply of the Commissioning Academy Services.
6. FORCE MAJEURE
   1. Neither Party shall be liable for any delay in performing or failure to perform its obligations under this Contract if and to the extent that such delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Contract.
   2. Subject to the Party claiming Force Majeure sending to the other Party a written notice giving reasonable details of the happening of Force Majeure, if such delay or failure of the nature referred to in Clause 26.1 above continues for more than sixty (60) days either Party may terminate this Contract immediately by sending a written notice to the other Party.
   3. So long as the event of Force Majeure subsists, the Authority may, in its absolute discretion, contract with other persons for the provision of the Commissioning Academy Services.
7. DISPUTE RESOLUTION PROCEDURE
   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 by use of the following escalation procedure:
      1. The Dispute shall be referred, by either Party, first to the Contract Managers.
      2. If the Dispute cannot be resolved by the Contract Managers in accordance with Clause 27.1.1 within 5 Working Days the Dispute shall then be referred, by either Party, to:
         1. For the Authority: Nick Starkey
         2. For the Concessionaire: **[INSERT CONCESSIONAIRE ESCALATION PERSON]**
      3. If the Dispute cannot be resolved by the personnel identified in Clause 27.1.2 within 5 Working Days the Dispute shall then be referred, by either Party, to:
         1. For the Authority: Mark Fisher
         2. For the Concessionaire: **[INSERT CONCESSIONAIRE ESCALATION PERSON]**
      4. If the Dispute cannot be resolved in accordance with Clause 27.1.3 within 10 Working Days, the Parties shall refer it to mediation pursuant to Clause 27.2.
   2. The procedure for meditation and consequential provisions relating to mediation are as follows:
      1. a neutral adviser or mediator (“**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon the identity of the Mediator within 10 Working Days after a request by one Party to the other (provided that there remains for mediation), or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre of Dispute Resolution (“**CEDR**”) to appoint a Mediator.
      2. the Parties shall within 10 Working Days of the appointment of the Mediator meet with the Mediator 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 CEDR to provide guidance on a suitable procedure.
      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.
      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 the duly authorised representatives of each Party.
      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.
      6. if the Parties fail to reach agreement in the structured negotiations within 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.
   3. Nothing in this [Clause](http://commercial.practicallaw.com/0-202-4551#a704599) 27 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.
   4. Each Party shall bear its own costs should mediation be required.
   5. Without prejudice to the Authority's right to seek redress in court, the Concessionaire shall continue to provide the Commissioning Academy Services and to perform its obligations under this Contract notwithstanding any Dispute or the implementation of the procedures set out in this Clause 27.
8. NOTICES
   1. Any notice required or authorised to be given under this Contract or required by statute, law or regulation shall be (save where otherwise specified):
      1. in writing;
      2. signed by or on behalf of the Party giving it;
      3. sent for the attention of the person, at the address specified in this Clause (or to such other address or person as that Party may notify to the other, in accordance with the provisions of this Clause);
      4. shall be:
         1. delivered personally; or
         2. sent by recorded delivery or registered post.
   2. A notice shall be deemed to have been received:
      1. if delivered personally, at the time of delivery or, if delivered after 16.00 hours on the next Working Day; or
      2. in the case of recorded delivery or registered post, provided the relevant notice is not returned as undelivered, at 9.00 am on the second Working Day after posting.
   3. For the purposes of this Clause 28:
      1. all times are to be read as local time in the place of deemed receipt;
      2. if deemed receipt under this Clause is not within business hours (meaning 9.00 am to 5.30 pm on a Working Day), the notice is deemed to have been received the next Working Day.
      3. in servicing notice for the purposes of Clauses 28.1.4(a), it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered to the relevant Party.
   4. For the purposes of this Clause 28, the addresses for service of a notice are as follows:
      1. **Authority**:

Address: The Cabinet Office, 70 Whitehall, London, SW1A 2AS

For the attention of: **[INSERT AUTHORITY ESCALATION PERSON]**

* + 1. **Concessionaire**:

Address: **[INSERT CONCESSIONAIRE ADDRESS]**

For the attention of: **[INSERT CONCESSIONAIRE ESCALATION PERSON]**

* 1. The provisions of this Clause 30 shall not apply to the service of any process in any legal action or proceedings.
  2. A notice required to be given under this Contract shall not be validly served if sent by e-mail.

1. VARIATION
   1. Except as otherwise permitted by this Contract, no change to its terms shall be effective unless it is in writing and signed by or on behalf of both Parties.
2. GENERAL

Assignment

* + 1. The Concessionaire shall not assign, encumber, dispose of or otherwise transfer any of its rights under this Contract without the prior written consent of the Authority.
    2. The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
       1. any Central Government Body; or
       2. to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Concessionaire shall, at the Authority’s request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause.

Sub-Contracting

* + 1. The Concessionaire may employ Sub-Contractors or otherwise delegate to any third party the performance of any of its obligations under this Contract provided that it is reasonable to do so and the Concessionaire has notified the Authority in advance. The Authority will notify the Concessionaire if it considers any Sub-Contractor or third party is unsuitable. Every act or omission of the Sub-Contractor or third party shall for the purposes of this Contract be deemed to be the act or omission of the Concessionaire.
    2. Where the Concessionaire enters into a Sub-Contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Concessionaire to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
    3. The Concessionaire shall take all reasonable steps to satisfy itself that its employees or Sub-Contractors (or their employees) are suitable in all respects to perform the Services.
    4. The Concessionaire shall immediately notify the Authority if they have any concerns regarding the propriety of any of its Sub-Contractors in respect of work/services rendered in connection with this Contract.

Partnership

* + 1. Nothing in this Contract shall constitute or be construed as creating a partnership or the relationship of principal and agent or employer and employee between the Authority and the Concessionaire. Neither Party shall be responsible for the acts or omissions of the employees or representatives of the other Party.

Waiver and cumulative remedies

* + 1. The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Contract shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Unless otherwise provided in this Contract, the remedies and rights provided in this Contract are cumulative and not exclusive of any remedies and rights provided by Law, in equity or otherwise.

Severability

* + 1. If any part of this Contract is found by any court or other competent Authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Contract which shall continue to be valid and enforceable to the fullest extent permitted by Law.

Rights of Third Parties

* + 1. The provisions of Clause 25 **(“Third Party Provisions”)** confer benefits on persons named in such provisions other than the Parties **(**each such person a **“Third Party Beneficiary”)** and are intended to be enforceable by such named parties by virtue of the Contracts (Rights of Third Parties) Act 1999.
    2. Subject to clause 30.6.1, a person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
    3. No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.
    4. Any amendments or modifications to this Contract may be made, and any rights created under Clause 30.6.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

Confidentiality

* + 1. Except to the extent set out in this Clause 30.7.1 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
       1. treat the other Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
       2. not disclose the disclosing Party’s Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
       3. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Contract; and
       4. immediately notify the disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the disclosing Party’s Confidential Information.
    2. The recipient shall be entitled to disclose the Confidential Information of the disclosing Party where:
       1. the recipient is required to disclose the Confidential Information by Law;
       2. the need for such disclosure arises out of or in connection with:
          1. any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Contract;
          2. the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Contract; or
          3. the conduct of a Central Government Body review in respect of this Contract; or
          4. the recipient has reasonable grounds to believe that the disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
    3. The Authority may disclose the Concessionaire’s Confidential Information:
       1. to any Central Government Body or other public body on the basis that the information may only be further disclosed to Central Government Bodies or other public bodies;
       2. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
       3. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
       4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 30.7.2(b)for any purpose relating to or connected with Contract;
       5. on a confidential basis for the purpose of the exercise of its rights under this Contract; or
       6. to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 30.7.3.

Transparency

* + 1. The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/458554/Procurement\_Policy\_Note\_13\_15.pdf and the Transparency Principles referred to therein. The Authority shall determine whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

Entire Contract

* + 1. This Contract supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral and constitutes the entire agreement between the Parties in relation to the subject matter of this Contract.
    2. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.
    3. Nothing in this Clause 30.8 shall exclude any liability in respect of misrepresentations made fraudulently.

Law and Jurisdiction

* + 1. This Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and be construed and take effect in all respects in accordance with English Law.
    2. For the benefit of the Parties, it is hereby agreed that the courts of England are to have jurisdiction to settle any Disputes arising out of or in connection with this Contract or its termination and that accordingly any suit, action or proceedings arising out of or in connection with this Contract or its termination may be brought in such courts.

12/08/2013

AS WITNESS the hands of the Parties hereto:

SIGNED by ……………………………………………………………

for and on behalf of the **Authority** in the presence of:

…………………………………………………………………………………………….

**SIGNED** by ……………………………………………………………

for and on behalf of the **Concessionaire** in the presence of:

……………………………………………………………………………………………

SCHEDULE 1 – COMMISSIONING ACADEMY SERVICES AND STANDARDS

Introduction

* 1. The Concessionaire has been given the right to exploit the Commissioning Academy. This Schedule sets out the nature of the Commissioning Academy Services that the Concessionaire shall provide under the Contract and some of the applicable standards. Any standards set out in this Schedule are the minimum acceptable level to be achieved on a consistent basis.
  2. Where the type and volume of Commissioning Academy Services required are described under this Contract, this is to give a broad indication of what is currently envisaged. It is expected that the Concessionaire will co-operate with the Authority during the course of the Contract to provide such services as are required and develop or adapt the Commissioning Academy Services to meet ever changing requirements.

Services Required

* 1. The Concessionaire shall provide the new Commissioning Academy under this Contract.
  2. The Concessionaire shall provide the Commissioning Academy Services, which include the following:
     1. a central academy, based on the Commissioning Academy Core Content and Core Principles, to be offered on a national basis to participants from all sectors (“Central Commissioning Academy Services”);
     2. local academies, based on the Commissioning Academy Core Content and Core Principles, and the format of the central programme adapted to local requirements, to be offered to local areas (“Local Commissioning Academy Services”);
     3. themed academies, based on the Commissioning Academy Core Content and Core Principles adapted to meet specific needs (“Themed Academy Services”);
     4. an offering to Commissioning Academy alumni past, present and future;
     5. marketing the offer across government and the wider public sector with the endorsement and support of the Authority;
     6. other services as may be agreed during Co-Design.
  3. The Concessionaire shall meet the following aims and objectives of the Authority in relation to the delivery of the Commissioning Academy Services:
     1. To provide Commissioning Academy services to Potential Commissioning Academy Candidates;
     2. To improve public service commissioning by improving the skills of public sector leaders so that their teams can design service provision, influence external parties and shape and manage markets;
     3. To equip professionals to deal with the challenges facing public services, take up new opportunities and commission the right outcomes for their communities; and
     4. To access to the latest thinking and gain the confidence and courage to deliver radical changes.
  4. The **[INSERT AGREED EXCLUSIONS IN CO-DESIGN]** function(s) of the Commissioning Academy is specifically excluded from this Contract.

Central Commissioning Academy Services

* 1. The Concessionaire shall provide a central commissioning Academy programme with a minimum of two intakes per annum.
  2. **[INSERT CENTRAL DESCRIPTION IN CO-DESIGN].**

Local Commissioning Academy Services

* 1. The Concessionaire shall provide a local commissioning Academy programme.
  2. **[INSERT CENTRAL DESCRIPTION IN CO-DESIGN].**

**Themed Commissioning Academy Services**

* 1. The Concessionaire shall provide a themed commissioning Academy programme..
  2. **[INSERT CENTRAL DESCRIPTION IN CO-DESIGN].**

**Other Commissioning Academy Services**

* 1. The Concessionaire shall provide other commissioning support services, subject to demand.
  2. **[INSERT CENTRAL DESCRIPTION IN CO-DESIGN]**

Continuous Improvement

* 1. The Concessionaire shall be proactive in the identification and introduction of new services that would enhance the reputation of the Authority.

Service Standards

* 1. The Concessionaire shall **[INSERT AT CO-DESIGN].**
  2. The Concessionaire shall ensure that the Staff shall deliver the Commissioning Academy Services at all times in a professional manner and in accordance with Good Industry Practice.

Marketing and Advertising

The Concessionaire shall promote the Commissioning Academy Services to potential Participants. The Authority shall co-operate with the Concessionaire in initiatives that enable the income from the Commissioning Academy Service to be increased and enhance the standings / reputations of both the Authority and the Concessionaire.

* 1. The Concessionaire shall advertise, incorporating references to the Authority, according to style guidelines set by the Authority and with its approval.

Participant Feedback and/or Complaints

* 1. The Concessionaire shall notify the Authority of any material Participant complaints as soon as it is reasonably practicable. A record is to be kept of all complaints and the subsequent action taken and the Concessionaire is to make it available to the Authority. The Concessionaire shall provide the Authority with a copy of any proposed response, prior to the issue to the complainer, to allow the Authority the opportunity to comment.

Quality Performance Criteria

* 1. Performance will be monitored by the Authority and discussed between the Contract Managers. Management information will be provided monthly as set out in Schedule 4. In the event of an unsatisfactory level being sustained, the Concessionaire will be notified of the Defaults and the time by which they must be rectified

Evaluation Criteria

* 1. The Concessionaire shall provide the Authority with evaluation of the impact of the Commissioning Academy during the period of the Contract **[INSERT AT CO-DESIGN].**

SCHEDULE 2 – Management Information

**[INSERT AT CO-DESIGN]**

Management information will be reported as follows.

|  |  |  |
| --- | --- | --- |
| **INDICATOR** | **MEASURE/REQUIRED INFORMATION** | **FREQUENCY OF REPORTING** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

SCHEDULE 3 – GOVERNANCE AND COMMUNICATION

1 The Contract shall be managed at the day to day level through the Contract Managers. The initial Contract Managers are as follows:

1.1 For the Authority:

[\*\*\* Insert details \*\*\*]

1.2 For the Concessionaire:

[\*\*\* Insert details \*\*\*]

2 Both Parties will ensure that the appropriate resource is made available on a regular basis such that the aims, objectives and the specific provisions of this Contract can be fully realised.

3 The Authority’s Contract Manager and the Concessionaire’s Contract Manager shall formally meet once a Month throughout the Term (or at such other intervals or occasions as the Authority may reasonably request) to

3.1 discuss sales, new initiatives, marketing programmes, Participant feedback, performance issues, Authority feedback and any issues or potential issues which may arise under the Contract and/or in the delivery or the Commissioning Academy Services; and

.

4 The Concessionaire’s Contract Manager shall attend the meeting described in this Schedule at least once a Month (or at such other intervals or on such occasions as the Authority may reasonably request) to discuss the performance of the Commissioning Academy Services and the Contract.

5 The Contract’s Contract Manager shall be required to attend any additional meetings requested by the Authority pursuant to this Schedule at no additional cost to the Authority.

SCHEDULE 4 – COMMERCIAL SENSITIVE INFORMATION

*[Deliberately left blank]*

schedule 5 – transparency REPORTS

1. GENERAL

1.1 Within three (3) months of the Commencement Date or the date so specified by the Authority the Concessionaire shall provide to the Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 of this Schedule 5 below.

1.2 If the Authority rejects any proposed Transparency Report submitted by the Concessionaire, the Concessionaire shall submit a revised version of the relevant report for Approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have agreed versions of each Transparency Report.

1.3 The Concessionaire shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1 of this Schedule 5 below.

1.4 Any Dispute in connection with the preparation and/or approval of Transparency Reports shall be resolved in accordance with the Dispute Resolution Procedure.

1.5 The requirements in this Schedule 5 are in addition to any other reporting requirements in this Contract.

1. **ANNEX 1 - LIST OF TRANSPARENCY REPORTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title of Report** | **Content** | **Format** | **Frequency** |
| **[e.g. Technical]** | 1. **[ ]** | 1. **[ ]** | 1. **[ ]** |

SCHEDULE 6 - CO-DESIGN

[LIST AREAS AGREED AT CO-DESIGN]