

## Agreement for the Purchase of Goods and Services

### Terms and Conditions for the Purchase of Goods and Services

<b>Supplier</b>	Ambit Studio Ltd. whose company number is 14366707 and registered office is Pound House, 62a Highgate High Street, London, England, N6 5HX
<b>Commencement Date</b>	5 <sup>th</sup> October 2023
<b>Duration</b>	5 <sup>th</sup> February 2024, subject to earlier termination under Clause 16 of the Terms for the Supply of Goods and Services
<b>Summary Description of the Services, any Service Levels and timescales for performance</b>	<p>To deliver the 'Resident Connections Study and Action Plan' brief. The project will develop a clear vision and set of objectives based on local need and ambition for improved connectivity between residents, neighbourhoods, and neighbouring communities. This study will develop an Action Plan for achieving the vision and objectives for residents' connectivity in the garden city, as an essential element of our community development approach. This study will be used to inform future phases of the Residents Connections project when resources are available to complete testing ideas with residents and partners and moving toward implementation of tools. This phase of work should sit independently from any future phases of work which may be considered, and therefore should result in clear recommendations and actions.</p> <p>The project will be delivered in 4 months.</p>
<b>Deliverables (if any)</b>	The work will result in a written report and a presentation which clearly sets out the summary of services areas required.
<b>Goods or Services</b>	<ul style="list-style-type: none"> <li>- 1 x 2 - hour introductory meeting with EDC team</li> <li>- 3 x 1 - hour meetings with EDC project leads to update EDC on progress and confirm direction/focus (can be in person or remote)</li> <li>- 3 x 1 – hour interviews with EDC stakeholders (can be in person or remote). The bidder may advise on more interviews, this is considered to be the minimum required.</li> <li>- 1 x presentation to Ebbsfleet Community Board (in-person) and</li> <li>- 1 x presentation to EDC Place Board (can be in person or remote)</li> </ul> <p>in accordance with the Specification set out at Appendix 2</p>
<b>Goods or Services Delivery Date</b>	5 <sup>th</sup> February 2024
<b>Goods or Services Delivery Location</b>	xxxxxxxxxxxxxxxxxxxxxxxx
<b>Goods or Services Warranty Period</b>	12 months after delivery

<b>Goods or Services Liquidated Damages</b>	1% per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% per cent of the total price of the Goods						
<b>Charges and Payment Terms</b>	<p>Invoices shall be submitted by email to: <a href="mailto:accounts@ebbsfleet.org.uk">accounts@ebbsfleet.org.uk</a>, cc: to <a href="mailto:xxxxxx@ebbsfleetdc.org.uk">xxxxxx@ebbsfleetdc.org.uk</a>.</p> <p>Payment shall be made according to the following payment plan:</p> <table border="1"> <thead> <tr> <th>Contract point</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>On commission</td><td>£xxxxx (inc. VAT)</td></tr> <tr> <td>On delivery of final outputs – final payment</td><td>£xxxxx (inc. VAT)</td></tr> </tbody> </table> <p>The final payment will be held to the end of the commission and paid on satisfactory completion of the full written report, and final presentation.</p> <p>When issuing any invoice to Ebbsfleet, the Supplier must:-</p> <ul style="list-style-type: none"> <li>• Quote the EDC Purchase Order on the invoice</li> <li>• Send the invoice by email to: <a href="mailto:accounts@ebbsfleetdc.org.uk">accounts@ebbsfleetdc.org.uk</a></li> </ul>	Contract point	Amount	On commission	£xxxxx (inc. VAT)	On delivery of final outputs – final payment	£xxxxx (inc. VAT)
Contract point	Amount						
On commission	£xxxxx (inc. VAT)						
On delivery of final outputs – final payment	£xxxxx (inc. VAT)						
<b>Liability Limits</b>	<p>Ebbsfleet: 100% of the Charges paid and payable under this Contract</p> <p>Supplier: £5 million per any single event or series of connected events</p>						
<b>Insurance</b>	<p>Employers Liability insurance: limit of at least £5 million per claim/occurrence</p> <p>Public and Products Liability insurance: limit of at least £5 million per claim/occurrence and at least £5 million in the annual aggregate for Products liability</p> <p>Professional Indemnity insurance: limit of at least £1 million per claim.</p>						
<b>Termination Activities (if any)</b>	Without affecting any other right or remedy available to it, EDC may terminate this agreement at any time by giving 1 months' written notice to Ambit Studio Ltd.						
<b>Notice Provisions – Contact Details</b>	<p>Ebbsfleet: <a href="mailto:xxxxxxx@ebbsfleetdc.org.uk">xxxxxxx@ebbsfleetdc.org.uk</a> Supplier:</p> <p>Weston Baxter: <a href="mailto:xxxxxxx@imperial.ac.uk">xxxxxxx@imperial.ac.uk</a></p>						
<b>Appendices</b>	<p>Appendix 1 – Terms for the Supply of Goods and Services</p> <p>Appendix 2 – Goods / Services Specification</p>						

We acknowledge and agree that this term sheet and the attached appendices form the contract between us for the supply of the above Goods and Services ("**Contract**"). We each agree to be bound by this Contract, even if the Goods and/or Services are provided without signing this Contract.

.....  
For and on behalf of **EBBSFLEET DEVELOPMENT CORPORATION**

Name: IAN PIPER

Position: CHIEF EXECUTIVE OFFICER

Date: 3 October 2023

.....  
For and on behalf of **AMBIT STUDIO LTD.**

Name: WESTON BAXTER

Position: DIRECTOR

Date: 28 September 2023

## APPENDIX 1 - TERMS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Terms:-

<b>"Agreement"</b>	means these terms, together with the Term Sheet and any appendices referred to in the Term Sheet;
<b>"Applicable Law"</b>	means all applicable laws, legislation, statutory instruments, regulations and codes from time to time in force;
<b>"Bribery Laws"</b>	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
<b>"Business Day"</b>	any day other than a Saturday, a Sunday or a bank or public holiday in England;
<b>"Charges"</b>	means the charges payable by Ebbsfleet for the supply of the Goods and Services as set out in the Term Sheet;
<b>"Commencement Date"</b>	means the date set out in the Term Sheet;
<b>"Data Protection Laws"</b>	means all legislation and regulatory requirements in force from time to time in the UK relating to the processing of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018, (ii) the UK GDPR, (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and (iv) any successor UK legislation, as well as the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory

#### **"Deliverables"**

authority and applicable to a Party;

means all documents, products and materials developed by the Supplier or its representatives in performing the Services, in any form or media;

#### **"Ebbsfleet"**

means EBBSFLEET DEVELOPMENT CORPORATION an urban development corporation established by the Ebbsfleet Development Corporation (Area and Constitution) Order 2015 whose office is at The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE

#### **"Ebbsfleet Materials"**

means any material, data or other information owned by Ebbsfleet and provided to the Supplier either pursuant to the Agreement or prior to the Commencement Date;

#### **"Ebbsfleet Policies"**

means the policies of Ebbsfleet which relate to the performance of the Agreement from time to time;

#### **"Environmental Information Regulations"**

means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

#### **"FOIA"**

means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

#### **"GDPR"**

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive

<b>"Greenhouse Gases (GHGs)"</b>	95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016; means the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, each expressed as a total in units of carbon dioxide equivalent (CO <sub>2</sub> e);	case whether registered or unregistered and including any applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, the foregoing and all similar or equivalent rights which subsist or will subsist now or in the future anywhere in the world;
<b>"Goods Delivery Date"</b>	means the delivery date set out in the Term Sheet;	<b>"Liquidated Damages"</b> means liquidated damages payable for late delivery as set out in the Term Sheet (if any);
<b>"Goods Delivery Location"</b>	means the delivery location set out in the Term Sheet;	<b>"MSA"</b> means the Modern Slavery Act 2015 and/or any similar or equivalent Applicable Law in any other relevant jurisdiction;
<b>"Goods Specification"</b>	means the specification for the Goods set out at Appendix 2 to the Term Sheet, including any related designs, plans and drawings;	<b>"MSA Offence"</b> has the meaning given in Clause 11.1;
<b>"Goods"</b>	means the goods set out in the Term Sheet;	<b>"Net Zero Target"</b> means the goal of achieving by 2030 a balance between a party's emissions and removals of GHGs aligned with the three goals set out in Articles 2.1 and 4.1 of the UNFCCC's Paris Agreement;
<b>"Group"</b>	means any company which is for the time being a subsidiary or the holding company of a Party, and any subsidiary of such holding company, "subsidiary" and "holding company" both being as defined in section 1159 of the Companies Act 2006;	<b>"Party"</b> means each of Ebbsfleet and the Supplier (and together, Ebbsfleet and the Supplier are the <b>"Parties"</b> );
<b>"Information"</b>	has the meaning given under section 84 of the FOIA;	<b>"Regulator"</b> means any court, governmental body or regulatory or supervisory authority having authority over all or any part of the Goods or Services being provided under the Agreement, Ebbsfleet or any member of Ebbsfleet's Group;
<b>"Intellectual Property Rights"</b>	means copyright and related rights, patents, trademarks, service marks, business names and domain names, design rights, rights in get-up, goodwill and the right to sue for passing off, database rights, semiconductor typography rights, trade secrets, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights, in each	<b>"Reporting Standard"</b> means: (a) in relation to Scope 1, 2 and 3 Emissions of organisations and supply chains, The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 (including the Scope 2 Guidance and Scope 3 Supplement), as updated from time to time; and (b) in relation to the Scope 1, 2 and 3 Emissions of

	projects, product and services, the GHG Protocol Product Life Cycle Accounting and Reporting Standard, as updated from time to time; or	1.3	If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order:-
	(c) such other standard as agreed by the parties from time to time in writing;		1.3.1 the Term Sheet;
			1.3.2 these Terms for the Supply of Goods and Services; and
			1.3.3 any other Appendix.
		2.	<b>SUPPLY OF SERVICES</b>
<b>"Request for Information"</b>	has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);	2.1	The Supplier shall, from the Commencement Date and for the duration of the Agreement, provide the Services in accordance with the Agreement.
<b>"Scope 1, 2 and 3 Emissions"</b>	means the three classifications of emissions of GHGs in the Reporting Standard;	2.2	The Supplier shall meet any performance dates for the Services specified in the Term Sheet and time for performance of the Services by the Supplier is of the essence.
<b>"Services"</b>	means the services set out in the Term Sheet;		
<b>"Supplier"</b>	means the supplier identified in the Term Sheet;	2.3	In providing the Services, the Supplier shall:-
<b>"Supplier Personnel"</b>	means all employees, officers, staff, other workers, agents and consultants of the Supplier or the Supplier's Group and any of their subcontractors who are engaged in the supply of the Goods and/or Services from time to time;	2.3.1	co-operate with Ebbsfleet and comply with all instructions of Ebbsfleet;
		2.3.2	perform the Services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services;
		2.3.3	use personnel who are suitably skilled and experienced to perform tasks assigned to them;
		2.3.4	ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Term Sheet and are fit for any purpose made known by Ebbsfleet;
		2.3.5	provide all equipment, tools and vehicles and such other items as are required to provide the Services;
<b>"Term Sheet"</b>	means the term sheet to which these terms for the supply of Goods and Services are appended and which sets out the project specific details; and	2.3.6	obtain and at all times maintain all necessary licences and consents to provide the Services, and comply with all Applicable Laws;
<b>"Total Emissions"</b>	means the sum of the Supplier's Scope 1, 2 and 3 Emissions, in each case arising out of the performance of its obligations under this Agreement during the relevant Reporting Period;	2.3.7	comply with all Ebbsfleet Policies, health and safety rules and regulations and any other security requirements which are notified to it by Ebbsfleet; and
<b>"Warranty Period"</b>	means the warranty period set out in the Term Sheet.	2.3.8	hold all Ebbsfleet Materials in safe custody at its own risk, maintain the Ebbsfleet Materials in good condition until returned to Ebbsfleet, and not dispose or use the Ebbsfleet Materials other than in accordance with Ebbsfleet's written instructions or authorisation.
1.2	Any reference to any statute, instrument, directive or statutory provision shall be construed as a reference to the same as from time to time amended, modified, replaced or re-enacted.	2.4	Title in all Deliverables shall pass to Ebbsfleet as and when paid for or delivered (whichever is earlier) save that risk in Deliverables which are being installed as part of the Services shall pass as and when the Deliverables are installed (where relevant) and/or under Ebbsfleet's control.

- 2.5 The Supplier warrants that the Deliverables shall, for a period of [12] months after they have been put into service/been used in the performance of the Services (whichever is later) conform in all respects with the agreed specification and the Agreement, be free from defects in materials and workmanship and also be fit for the Ebbsfleet purpose made known to the Supplier.
- 2.6 The Supplier warrants and represents on an ongoing basis that:-
- 2.6.1 the Services will be performed in such a way as not to cause any fault or malfunction in any systems or software of Ebbsfleet and so as not to cause any interruption to the business processes of Ebbsfleet (other than any agreed and unavoidable interruption which is required in order to perform the Services in accordance with the Agreement);
- 2.6.2 it will not introduce any viruses onto Ebbsfleet's systems while performing the Services; and
- 2.6.3 if any software is being provided to Ebbsfleet as part of the Services, that:-
- (a) the software and the media on which it is delivered will be free from viruses and other malicious code;
- (b) the media on which the software is delivered will be free from defects; and
- (c) it has not included or used any open source software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the software, nor does the software operate in such a way that is it compiled with or linked to any of the foregoing.
- 3. SUPPLY OF GOODS**
- 3.1 The Supplier shall supply the Goods to Ebbsfleet in accordance with the Agreement.
- 3.2 The Supplier shall ensure that the Goods:-
- 3.2.1 correspond with their description and any applicable Goods Specification;
- 3.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier and/or made known to the Supplier by Ebbsfleet, expressly or by implication, and in this respect Ebbsfleet relies on the Supplier's skill and judgment;
- 3.2.3 be free from defects in design, materials and workmanship and remain so for the Warranty Period; and
- 3.2.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods.
- 3.4 Ebbsfleet shall have the right to inspect and test the Goods at any time before delivery.
- 3.5 If following such inspection or testing Ebbsfleet considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, Ebbsfleet shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and Ebbsfleet shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 4. DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:-
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date Ebbsfleet placed the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:-
- 4.2.1 on the Goods Delivery Date and time shall be of the essence in this regard;
- 4.2.2 to the Goods Delivery Location, or such other location as instructed by Ebbsfleet before delivery; and
- 4.2.3 during Ebbsfleet's normal hours of business on a Business Day, or as instructed by Ebbsfleet,
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Goods Delivery Location.

- 4.4 The Supplier shall not deliver the Goods in instalments without Ebbsfleet's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Ebbsfleet to the remedies set out in Clause 5.1.
- 4.5 Title and risk in the Goods shall pass to Ebbsfleet on completion of delivery.
5. **EBBSFLEET REMEDIES**
- 5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date and/or in accordance with the Agreement, Ebbsfleet shall, without limiting its other rights or remedies, have one or more of the following rights:-
- 5.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier and without liability to the Supplier;
- 5.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 5.1.3 to recover from the Supplier any costs incurred by Ebbsfleet in obtaining substitute goods and/or services from a third party;
- 5.1.4 where Ebbsfleet has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- 5.1.5 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet which are in any way attributable to the Supplier's failure to meet such dates or otherwise comply with the Agreement.
- 5.2 Without prejudice to Clause 5.1, if the Goods are not delivered by the Goods Delivery Date, Ebbsfleet may, at its option, claim or deduct Liquidated Damages.
- 5.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3, then, without limiting its other rights or remedies, Ebbsfleet shall have one or more of the following rights, whether or not it has accepted the Goods:-
- 5.3.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 5.3.2 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
- 5.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 5.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 5.3.5 to recover from the Supplier any expenditure incurred by Ebbsfleet in obtaining substitute goods from a third party; and
- 5.3.6 to be indemnified for any additional costs, loss or expenses incurred by Ebbsfleet arising from the Supplier's failure to supply Goods in accordance with Clause 3.
- 5.4 The Agreement shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 5.5 Ebbsfleet's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.
6. **EBBSFLEET'S OBLIGATIONS**
- Ebbsfleet shall provide the Supplier with reasonable access at reasonable times to those premises required for the performance of the Services and such assistance and information as the Supplier may reasonably request and Ebbsfleet considers reasonably necessary for the purpose of providing the Services.
7. **CHARGES AND PAYMENT**
- 7.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and Services and shall be invoiced at the intervals set out in the Term Sheet. Each invoice shall include such supporting information required by Ebbsfleet to verify the accuracy of the invoice and comply with the invoicing requirements in the Term Sheet.
- 7.2 Unless stated otherwise in the Term Sheet, Ebbsfleet shall pay the undisputed invoiced amounts within 30 days of the date of an invoice properly raised in accordance any formalities set out in the Term Sheet.
- 7.3 If Ebbsfleet disputes any element of an invoice issued by the Supplier, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. Ebbsfleet shall pay the revised invoice in accordance with the Agreement.
- 7.4 If Ebbsfleet fails to pay any undisputed amount due under the Agreement (other than due to a bona fide dispute as to payment), the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the Bank of England base rate from time to time, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 7.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Ebbsfleet to inspect such records at all reasonable times on request for the term of the



Agreement and six (6) years after its termination or expiry.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 In respect of the Goods and the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Ebbsfleet, it will have full and unrestricted rights to sell and transfer all such items to Ebbsfleet.
- 8.2 The Supplier assigns (by way of both present and future rights) to Ebbsfleet, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the output of the Services (including any Deliverables) in each case with effect from their creation.
- 8.3 If the Supplier needs to use any of the Intellectual Property Rights assigned to Ebbsfleet in the performance of the Agreement and/or which belong to Ebbsfleet, Ebbsfleet grants to the Supplier a non-exclusive, non-transferable, royalty free and revocable licence to use such Intellectual Property Rights solely in order to perform the Agreement. Any licence granted under this Clause shall automatically terminate when the Agreement terminates/expires.
- 8.4 The Supplier shall procure irrevocable waivers of any moral rights in the output of the Services (including the Deliverables) to which any individual is now, or may be at any future time, entitled.
- 8.5 If in performing the Agreement the Supplier uses any Intellectual Property Rights owned by itself or a third party (other than Ebbsfleet), the Supplier shall grant to Ebbsfleet or shall procure for it a perpetual, non-exclusive, royalty free, transferable licence to use, develop, support or maintain such Intellectual Property Rights in order to enable Ebbsfleet to secure the full benefit of the Goods and the Services and the rights assigned to it under this Clause. This shall include for the completion and use of the output of the Services and the Goods for the purposes of providing services to its clients.
- 8.6 The Supplier shall indemnify and keep Ebbsfleet indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by Ebbsfleet as a result of any claim that the use by Ebbsfleet of the Goods, Deliverables, the Services and/or Intellectual Property Rights for which the Supplier has secured or granted a licence in accordance with this Clause, infringes the rights of a third party.
- 8.7 Any use of the name and/or logo of Ebbsfleet is subject to the prior written consent of Ebbsfleet and compliance with the relevant Ebbsfleet guidelines.
- 8.8 All Ebbsfleet Materials are the exclusive property of Ebbsfleet.

## 9. **DATA PROTECTION**

- 9.1 For the purpose of this Clause 9, "**Controller**", "**Process**", "**Processing**", and "**Personal Data**"

shall have the meanings given to them in the Data Protection Laws.

- 9.2 Each Party shall Process the other Party's contact data (in its capacity as a Controller) in order to (as appropriate): (a) administer and discharge its obligations under this Agreement; (b) compile, dispatch and manage the payment of invoices relating to this Agreement; (c) manage this Agreement and resolve any disputes relating to it; (d) respond and/or raise general queries relating to this Agreement; and (e) comply with their respective obligations.

- 9.3 Each Party shall Process the other Party's contact data for the purposes set out in Clause 9.2 in accordance with that Party's relevant privacy policy. Each Party may be required to share the other party's contact data referred to in Clause 9.2 with its affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified in Clause 9.2, but in doing so, each Party will ensure that the sharing and use of the contact data complies with the applicable Data Protection Laws.

- 9.4 Save as set out in Clauses 9.2 and 9.3 the Parties do not envisage that they will Process any Personal Data for or on behalf of the other, under or in connection with this Agreement. Where and to the extent that in undertaking the obligations set out in this Agreement, either Party anticipates that the other will process any Personal Data for and on its behalf, it shall notify the other and the parties shall agree a variation to this Agreement to incorporate appropriate provisions in accordance with Article 28 of the GDPR, or as otherwise required by the Data Protection Laws. In the event such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data under this Agreement will be carried out until such variation has been agreed and executed.

## 10. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 10.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or its Group, unless permitted by Clause 10.2. No Party shall use any other Party's confidential information for any purpose other than to perform the Agreement.

- 10.2 Each Party may disclose the other Party's confidential information:-

10.2.1 to its employees, officers, representatives or advisers who need to know such information to carry out the Party's obligations under the Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Clause 10; and

10.2.2	as may be required by law, court order or any governmental or regulatory authority.		alleged MSA Offence or prosecution under the MSA; and
10.3	The Supplier shall only use data supplied to it by or on behalf of Ebbsfleet for the purposes of performing the Agreement and shall not alter or delete it without Ebbsfleet's consent. The Supplier shall comply with any IT and data security requirements notified to it by Ebbsfleet from time to time.	11.1.2	it will comply with the MSA.
10.4	The Supplier shall indemnify and keep Ebbsfleet indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by Ebbsfleet as a result of any breach of Clause 10.3 by the Supplier.	11.2	Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
10.5	The Supplier shall, at any time on the request of Ebbsfleet, return all confidential information and/or data to Ebbsfleet and/or permanently delete the same (where possible) from its systems, including any back up copies.	12.	<b>ANTI-BRIBERY</b>
10.6	The Supplier shall notify Ebbsfleet within 48 hours of receiving a Request for Information.	12.1	Both Parties shall comply with all Bribery Law. Neither Party shall place the other in breach of the Bribery Law.
10.7	As soon as reasonably practicable and in any event within 5 Working Days of a request from Ebbsfleet, the Supplier shall provide all necessary assistance and cooperation as reasonably requested by Ebbsfleet to enable Ebbsfleet to comply with its obligations under the FOIA and Environmental Information Regulation.	12.2	Both Parties shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Bribery Law, and will enforce them where appropriate. Where requested, both Parties shall promptly answer reasonable enquiries relating to those policies and procedures.
10.8	The Supplier acknowledges that Ebbsfleet may be required under the FOIA and Environmental Information Regulations to disclose Information without consulting or obtaining consent from the Supplier. Ebbsfleet shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations.	12.3	The Supplier shall promptly report to Ebbsfleet any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.
11.	<b>MODERN SLAVERY</b>	12.4	The Supplier shall ensure that any of the Supplier Personnel who perform Services or provide Goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause (" <b>Applicable Bribery Terms</b> "). The Supplier shall be responsible for the observance and performance by the Supplier Personnel of the Applicable Bribery Terms, and shall be directly liable to Ebbsfleet for any breach by such persons of any of the Applicable Bribery Terms.
11.1	The Supplier undertakes, warrants and represents that:	12.5	Breach of this Clause shall be deemed a material breach and not capable of remedy.
11.1.1	neither it nor any of the Supplier Personnel:	12.6	For the purpose of this Clause, the defined terms shall have the meaning under the Bribery Law. In the event of any conflict or inconsistency between the Bribery Act 2010 and other Bribery Laws, the Bribery Act 2010 shall prevail.
	(a) have committed an offence under the MSA (an " <b>MSA Offence</b> "); or	12.7	In order to determine the Supplier's compliance with this Clause, Ebbsfleet shall have the right to inspect the Supplier's records such as travel and entertainment expenses and other disbursements incurred on behalf of Ebbsfleet or in the course of delivering the Services or providing the Goods.
	(b) have been notified that they are subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA; or	12.8	Any breach by the Supplier of this Clause 11 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
	(c) are aware of any circumstances within their supply chain that could give rise to an investigation relating to an	13.	<b>ANTI TAX EVASION FACILITATION</b>
		13.1	The Supplier will ensure that it will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person of a

- Corporate Failure to Prevent Offence, a UK Tax Evasion Offence, or a Foreign Tax Evasion Offence as each of those terms (and "associated with") is defined in: (i) Part 3 of the Criminal Finances Act 2017 or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same.
- 13.2 The Supplier warrants and represents that neither itself, nor to the best of its knowledge, information and belief, the Supplier Personnel have:
- 13.2.1 been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
- 13.2.2 received any court orders, warrants, oral or written notices from a government prosecuting authority concerning any actual or alleged violation by itself or the Supplier Personnel of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
- 13.2.3 received any report or discovered any evidence suggesting that itself or the Supplier Personnel committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.
- 13.3 For the purpose of this Clause 13 "UK Tax Evasion Offence" and "Foreign Tax Evasion Offence" have the definitions given to them in (i) Part 3 of the Criminal Finances Act 2017 or any similar or equivalent Applicable Law in any other relevant jurisdiction, and (ii) and guidance published under the same; and "Corporate Failure to Prevent Offence" means an offence under section 45 and/or section 46 of CFA 2017 and any other Applicable Laws in relation to preventing the facilitation of tax evasion.
- 13.4 The Supplier will immediately notify Ebbsfleet as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 13.
- 13.5 Any breach by the Supplier of this Clause 13 will constitute a material breach which is incapable of remedy and Ebbsfleet will have the right to terminate the Contract immediately in accordance with Clause 16.
14. **CLIMATE CHANGE**
- 14.1 The Supplier acknowledges and understands Ebbsfleet's and UK Government's Net Zero Target.
- 14.2 The Supplier shall perform the Services in such a manner as to reduce the Total Emissions as soon as reasonably possible in order to contribute to efforts to limit global temperature increase to 1.5 degrees Celsius above pre-industrial levels.
15. **LIABILITY**
- 15.1 Nothing in the Agreement shall limit or exclude the liability of either Party for:-
- 15.1.1 death or personal injury resulting from its negligence;
- 15.1.2 fraud or fraudulent misrepresentation;
- 15.1.3 any indemnities within the Agreement;
- 15.1.4 breach of any obligations of confidentiality owed to the other Party;
- 15.1.5 breach of any obligations under Clause 11; and/or
- 15.1.6 the deliberate default or wilful misconduct of that Party.
- 15.2 Subject to Clause 15.1:-
- 15.2.1 neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage or loss arising in connection with the Agreement; and
- 15.2.2 each Party's liability is limited to the amounts set out in the Term Sheet.
- 15.3 The Supplier shall take out and maintain the insurance policies detailed in the Term Sheet along with any other insurances required by any Applicable Law from time to time to a minimum amount as determined by Ebbsfleet from time to time. The Supplier shall provide evidence that it has done the same and paid all premiums as and when requested by Ebbsfleet.
16. **TERMINATION**
- 16.1 Without limiting its other right or remedies, Ebbsfleet may terminate the Agreement:-
- 16.1.1 in respect of the supply of Services, by giving the Supplier not less than seven (7) days' notice in writing, unless stated otherwise in the Term Sheet; and
- 16.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier. If Ebbsfleet invokes its right under this Clause 16.1.2 it shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination (provided such costs are evidenced to the satisfaction of Ebbsfleet), but such termination shall not include loss of anticipated profits or any consequential loss.
- 16.2 In any of the circumstances in the Agreement in which a Party may terminate the Agreement, that Party may terminate the Agreement solely in respect of the Goods, or the Services, and the Agreement shall continue in respect of the remaining supply.
- 16.3 Either party may immediately terminate the Agreement without payment of compensation or other damages caused to the other solely by such termination by giving notice in writing to the

Supplier if any one or more of the following events happens:-

- 16.3.1 the other commits a material breach of any of its obligations under the Agreement which is incapable of remedy; or
- 16.3.2 the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Agreement after having been required in writing to remedy or desist from such breach within a period of 30 days.

16.4 Ebbsfleet shall be entitled to terminate the Agreement immediately by written notice to the Supplier if:-

- 16.4.1 the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- 16.4.2 the Supplier becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 16.4.3 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 16.4.4 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 16.4.5 the Supplier calls a meeting for the purpose of passing a resolution to wind itself up, or such a resolution is passed;
- 16.4.6 the Supplier presents, or has presented, a petition for a winding up order;
- 16.4.7 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Supplier;
- 16.4.8 the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 16.4.9 the Supplier has an administrator appointed in respect of it or is subject of an application for an administration filed at any court or a notice of intention to appoint an administrator given to any person;
- 16.4.10 the Supplier goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under the Agreement);
- 16.4.11 the Supplier ceases, or threatens to cease, to carry on business; or
- 16.4.12 the Supplier suffers or undergoes any procedure analogous to any of those specified in Clause 16.4.1 to 16.4.11 (inclusive) above or any other procedure

available in the country in which the Supplier is constituted, established or domiciled;

- 16.4.13 takes any steps in anticipation of, or has no realistic prospect of avoiding, any event or procedure specified in Clause 16.4.1 to 16.4.12;
- 16.4.14 the Supplier is the subject of any change of control (as defined in section 1124 of the Corporation Taxes Act 2010);
- 16.4.15 the Supplier ceases to hold any required Regulator authorisation or the benefit of any licences, approvals, permissions, authorisations or consents necessary for it to comply with its obligations under the Agreement are suspended, revoked or cancelled; or
- 16.4.16 the Supplier (or any of its sub-contractors) does anything which in the opinion of Ebbsfleet is likely to damage its reputation and goodwill.

## 17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Agreement for any reason, the Supplier shall comply with any specific termination activities identified in the Term Sheet and, in any event, immediately deliver to Ebbsfleet or destroy (on the instruction of Ebbsfleet):-

- 17.1.1 any and all Ebbsfleet Materials;
- 17.1.2 all copies of confidential information and data provided by or on behalf of Ebbsfleet for the Agreement; and
- 17.1.3 all information, data and specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Ebbsfleet (to the extent that they have not already done so under the other terms of the Agreement).

17.2 On termination of the Agreement the Supplier shall deliver to Ebbsfleet any Goods which have been ordered by Ebbsfleet prior to termination but not yet delivered.

17.3 Ebbsfleet shall immediately pay all outstanding invoices of the Supplier in accordance with the terms of this Agreement.

17.4 If any Charges have been paid in advance for Goods and/or Services not provided by the Supplier as at the termination date, the Supplier shall promptly repay to Ebbsfleet all such monies.

17.5 The Supplier shall provide access to Ebbsfleet and any replacement supplier for up to 12 months after the expiry or termination of the Agreement to such information relating to the Agreement as remains in the Supplier's possession or control and such members of the Supplier's team as have been involved in the performance of the

- Agreement and who are still employed by the Supplier. This assistance shall be provided free of charge if the Agreement is terminated under Clause 17.5 or 17.6 and, in all other cases, at fees to be agreed by the Parties.
- 17.6 On any termination or expiry of the Agreement the accrued rights and liabilities of the Parties as at termination, and all Clauses which are expressly or by implication to survive termination or expiry, shall survive and continue.
18. **GENERAL**
- 18.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Agreement as a result of reasons beyond its reasonable control provided that it informs the other Party as soon as possible of the event and takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event.
- 18.2 Neither Party may assign, novate, transfer or subcontract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, provided that Ebbsfleet may assign, novate, transfer or subcontract its rights and obligations under the Agreement to another member of its Group.
- 18.3 Failure to exercise, or any delay in exercising, any right or remedy under the Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 18.4 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.
- 18.5 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.
- 18.6 Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and/or procure the execution and delivery of all documents and doing of all such things as required to give effect to the Agreement and the transactions contemplated by it.
- 18.7 A notice required to be given under the Agreement shall be in writing and shall be:-
- 18.7.1 delivered personally; or
- 18.7.2 sent by pre-paid first class post or recorded delivery; or
- 18.7.3 sent by commercial courier;
- to the Party required to receive the notice at its address set out in the Term Sheet marked for the attention of the persons set out in the Term Sheet.
- 18.8 A notice shall be deemed duly received: (i) if delivered personally, when left at the address and for the contact referred to in Clause 18.8; or (ii) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or (iii) if delivered by commercial courier, on the date and at the time the courier's delivery receipt is signed.
- 18.9 The Supplier acknowledges that Ebbsfleet may appoint an auditor during the term of the Agreement and for 12 months thereafter on reasonable notice to conduct periodic audits (such periods to be determined by Ebbsfleet) of the Supplier's total provision of Goods and/or Services.
- 18.10 The Agreement is the entire agreement between the Parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.
- 18.11 A variation of the Agreement shall not be effective unless in writing and signed by both Parties (and their authorised representatives).
- 18.12 Only the Parties shall have any rights under or in connection with the Agreement.
- 18.13 This Agreement and any issues or dispute arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statutory regulation or otherwise) shall be construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

## Appendix 2: Service Specification

### Resident Connections Study and Action Plan

#### Brief for work

#### Background

Ebbsfleet Development Corporation (EDC) is an Urban Development Corporation, set up by the Government in 2015, to champion the regeneration of Ebbsfleet and to add quality, ambition, and pace to planned development between Dartford and Gravesend.

Ebbsfleet is the first garden city in 100 years currently under development across 2,500 acres of brownfield land on the Kent Thames Riverside. Championed by the Government and Ebbsfleet Development Corporation, Ebbsfleet will see a network of four interconnected neighbourhoods (Ebbsfleet Central, Whitecliffe, Northfleet Riverside and Swanscombe Peninsula) emerge around seven new city parks, and alongside embedded community and cultural facilities.

EDC are sponsored by the Department for Levelling Up, Housing and Communities (DLUHC), and we support their ambitions and priorities. As the first of a new generation of garden communities we are reinventing garden city principles for the 21<sup>st</sup> century, including exploring how we 'support and empower strong vision, leadership and community engagement'. EDC are supporting DLUHC priorities for 'Levelling-up,' including their missions to 'empower local communities,' and to 'restore a sense of community, local pride and belonging.'

Once complete, Ebbsfleet will see up to 15,000 new homes built, and many new communities joining the existing communities in Swanscombe and Northfleet. Sandwiched between the River Thames and the North Kent greenbelt, Ebbsfleet has the potential to connect communities, providing opportunities for everyone to have a high quality of life, where residents are empowered to shape their future place.

As the largest of the NHS Healthy New Town pilot locations, Ebbsfleet residents are supported to live healthier and more active lifestyles, through the provision of a range of 'things to do' and providing 'places to go'. This includes new cycle and walking routes as well as integrated health and wellbeing facilities across the development, supported by a commitment to high quality design of buildings and public spaces.

Over the early years of development, EDC have worked with the arriving new residents, and our neighbouring communities to support them in developing relationships and testing events, activities, tools, and initiatives that help them to make Ebbsfleet a vibrant place. As part of this process, we have supported a resident-led Community Board, established a Culture Group, and helped to set up Ebbsfleet Garden City Trust. To date we have attracted over £1m in investment in community development from NHS England supporting our healthy new town ambitions, and a further £1m to support arts and culture development from DCMS, Arts Council and others.

Looking to the future we want to build on the lessons learnt from our early years of community development to help enable and empower Ebbsfleet residents to continue to develop as a vibrant and sustainable place. Amongst our challenges, is to identify tools and initiatives that enable Ebbsfleet residents to connect with each other, with their neighbours, and to help them to build their capacity to lead future community development in their place. To achieve this, through this study, we want to identify the tools best suited to support this.

#### Introduction

One of the key challenges for residents who move to large scale new developments is the feeling of social isolation, especially in the early years of development. Historically, this was often referred to as 'new town blues, and if not addressed led to depression for individuals and a poor perception of the new place from outsiders. Being uprooted from your existing social and family network, can be disruptive. Moving to a new place, meeting new friends, and finding new interests can be challenging, especially in the early years when there are few things to do, and places to go in the new development.

EDC, initially through our Healthy New Town Programme, and later in collaboration with the Ebbsfleet Community Board have tried to develop a range of activities, events, and programmes to engage new and existing residents. We recognise that the best opportunity to help shape behaviour and social habits of new residents is in the first months that they arrive. We have developed a range of tools to help engage new and existing residents including; the Ebbsfleet Welcome Pack, Ebbsfleet Welcome Events, community notice boards, quarterly 'Ebbsfleet Living' magazines. We have supported delivery of initiatives such as Edible Ebbsfleet, and 'Get Active in Ebbsfleet' as well as a calendar of events, including 'Fusion Festival', and 'Greening the City', with varying degrees of success.

How residents communicate with each other, with their neighbours, and how they access information which will enable them to live their best life in Ebbsfleet remains a challenge and is central to community development for the future of Ebbsfleet. Learning from previous experience, and reflecting local need and ambition, EDC wish to develop a strategic approach to meet our objectives for community development going forward, to understand what residents and stakeholders want and need to help them improve and maintain social connections and to access the information they need in their preferred format. Importantly EDC want to help to deliver the tools which will enable life in Ebbsfleet to thrive beyond the life of the EDC, building capacity in local residents to enable and empower them to lead and manage their future garden city.

Between 2020 and 2022, discussions took place with the Ebbsfleet Community Board and other community stakeholders on the creation of an 'application' that could help improve resident connectivity. Through discussions and workshops, we considered 'What local problems you would like us to address with technology' and 'What functionality would you like the digital product to take'. In 2023, Ebbsfleet hosted the Imperial College Impact Programme, where students worked with residents and community stakeholders to consider challenges, they had to having a fulfilled life in the garden city. The conclusion of many of the student's research and proposals challenged whether an 'app' was the right conclusion to help support and maintain resident connections in support or a vibrant community.

In response, EDC has decided to 'take a step back' and understand what has worked to date, and what has not, in order to inform our approach to supporting the growing community into the future. As part of this, we want to consider what functions a digital tool may need to meet local need, reflecting advances in technology and resident awareness post-covid. We therefore wish to commission this study to develop a Community Connections Action Plan. The Action Plan will be built on a clear vision for resident connections in the garden city, as part of a wider community development approach, informed by objectives which reflect local need and ambition, and driven by EDC's vision to 'support a vibrant and inclusive garden city'.

We recognise that the Community Connections Action Plan is the first step to identifying, testing, and implementing the best tools to meet the vision and objectives established through this study. To support us in developing our response to the Community Connections Action Plan, we have submitted a bid to Innovate UK as part of their Design Foundations: Round 2 to identify and test tools to support resident connectivity.

### Summary of Service Areas Required

This brief therefore sets out an intention to commission the first stage of the Resident Connections Study, which will develop a clear vision and set of objectives based on local need and ambition for improved connectivity between residents, neighbourhoods, and neighbouring communities. This study will develop an Action Plan for achieving the vision and objectives for residents' connectivity in the garden city, as an essential element of our community development approach. This study will be used to inform future phases of the Residents Connections project when resources are available to complete testing ideas with residents and partners and moving toward implementation of tools. This phase of work should sit independently from any future phases of work which may be considered, and therefore should result in clear recommendations and actions.

EDC have applied to Innovate UK, for a UKRI Design Foundations Grant, in partnership with Ambit, to complete phases 2, 3, and 4 of our strategic approach to supporting resident connections, which will include;

- Inspiration – recruitment and participation of residents and stakeholder groups
- Ideation – developing 3 to 5 ideas to support resident connections.
- Implementation – testing ideas through co-design with residents and stakeholders.

This commission involves undertaking a review of pre-existing community development and resident connection tools and initiatives, since 2015, and to evaluate the success of each. Whilst extensive work has been carried out with the community since 2015 this has tended to be ad-hoc and responsive rather than strategic or to achieve a defined set of objectives. Through this study we would like to develop a more strategic approach, that articulates the vision or rationale for this work, setting out objectives, outcomes, measures, and actions to deliver the agreed vision for resident connectivity in support of community development.

Specifically, within the study we would like the consultant team to explore the role of technology and other offerings to support agreed objectives to support resident's connections and access to information. Whilst EDC have done some initial exploration with our Community Board their aspirations for the use of technology, this was completed in advance

of the Covid pandemic, during which the use of, and access to technology has taken a generational leap forward. We wish to test assumptions previously gathered in order to define our future approach.

Our preferred approach is to build on the foundations from the recent Imperial Impact project which has provided a good analysis of opportunity and residents needs and aspirations to improve connectedness. This project has provided over 5000 hours of student research which has been embedded in the Ebbsfleet community and within our neighbouring communities, specifically Swanscombe and Northfleet.

The first stage of the project will evaluate existing and proposed offerings with reference to rationale behind why and how such offerings should support human connectivity. The resulting framework will serve as an action plan that can guide what and how current and future solutions are implemented to support human connectivity, supporting wider community development aspirations.

This brief therefore sets out an intention to commission the first stage of the project.

This work comprises three main steps:

Area	Deliverables and objectives
<b>1. Evaluation</b>	<p>An evaluation of previous projects, tools and initiatives used to support community development in Ebbsfleet with a focus on those which target resident connectivity. Analysis of impact and usability of previous examples and a rationale for why and how these initiatives worked or did not. Identifying existing tools which remain useful to resident connectivity and identifying existing gaps.</p> <p>This phase of work will provide an overview of key objectives and activities which have been supported by EDC or delivered by Ebbsfleet stakeholders or residents to date. Identify commonalities between successful and unsuccessful initiatives, articulating how each activity (may) align to the rationale that describes how and why they do or don't work.</p> <p>Specifically, the objectives of this phase would include:</p> <ul style="list-style-type: none"> <li>• Evaluate a representative set of relevant work done to date.</li> <li>• Find commonalities between initiatives to identify what works for residents.</li> <li>• Develop rationale behind initiatives for how and why various activities are being pursued and how they work.</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>- A written report highlighting community development initiatives which have taken place in Ebbsfleet to date including Healthy New Town, Placemaking, and community-led initiatives, with a review and assessment of what has worked best, and what has not,</li> <li>- An assessment of how existing initiatives can be improved given the understanding of what has worked and what has not. This report should frame the future Resident Connection Study and Action Plan.</li> </ul>
<b>2. Vision and objectives</b>	<p>This phase of work seeks to develop a coherent strategic plan that aligns all future activities with a clear rationale, identifies gaps in current work, and establishes the foundation upon which an action plan will be built (next phase).</p> <p>Specifically, the objectives of this phase would include:</p> <ul style="list-style-type: none"> <li>• Create a joined up and long term (sustainable) human connectivity approach that:</li> <li>• Sets a clear vision for all human connectivity activities in the context of EDC.</li> </ul>



	<ul style="list-style-type: none"> <li>Supports a proactive approach with a portfolio of related initiatives that are aligned to a common agenda and can be rationalised.</li> </ul> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>A clear vision for future work that addresses the needs and ambitions of residents in relation to connectivity to support future community development.</li> <li>Agreed objectives and outcome drivers for the Resident Connections Study and Action Plan</li> <li>Agreed measures of success and proposed evaluation framework.</li> </ul>
<b>3. Action Plan</b>	<p>Develop a clear action plan to develop required tools to support resident connectivity in Ebbsfleet as part of a wider community development approach.</p> <p><b>Output:</b></p> <ul style="list-style-type: none"> <li>Prioritised action plan to enact the vision and deliver against objectives and outcome measures.</li> <li>The Action Plan should include a rationale for future activities and links future projects to a coherent community-led development approach.</li> <li>Community building framework, grounded in the work done to date. The action plan should support the creation of design briefs for future phases of the resident connections project.</li> <li>The Action Plan should identify how and when residents, including the Ebbsfleet Community Board shall be engaged in the process.</li> </ul>

#### Goods or services:

- 1 x 2 - hour introductory meeting with EDC team
- 3 x 1 - hour meetings with EDC project leads to update EDC on progress and confirm direction/focus (can be in person or remote)
- 3 x 1 – hour interviews with EDC stakeholders (can be in person or remote). The bidder may advise on more interviews, this is considered to be the minimum required.
- 1 x presentation to Ebbsfleet Community Board (in-person) and
- 1 x presentation to EDC Place Board (can be in person or remote)

#### Skills and expertise required:

- Knowledge of innovative approaches to supporting resident connectivity using a collaborative or co-design approach
- Research-based experience to inform a strategic approach to community development.
- Ability to evaluate and analyse feedback from a range of sources, identifying themes, gaps, and priorities for future work.
- Expertise in the field of resident connectivity and community development
- Experience of working with a range of stakeholders including residents

#### Audience:

The project report is intended for internal use, but EDC hope that it can be shared for external publication to ensure that other large-scale placemaking projects can learn of and from the work led by EDC in collaboration with our residents and stakeholders.

#### Parameters:

We anticipate that the work should take no more than 4 months and will result in a written report and a presentation which clearly sets out the summary of services areas required.

We would like the report to produce recommendations for design briefs that will be transferable to the programme proposed in the UKRI Design Foundations application.

#### Evaluation and timescales:

Brief issued	21/9/23
Clarifications on brief	25/9/23
Response deadline	27/9/23
Responses evaluated by EDC team	29/9/23
Decision communicated	2/10/23
Introductory meeting with EDC	5/10/23
Project work	5/10/23
Project completed and provided to EDC	5/2/24

#### Budget:

The maximum budget allocated to this project is **£xxxxxx INCLUDING VAT**.

Pricing is based upon a fixed fee for the service areas identified is supported by a schedule of anticipated staff resource based upon the relevant project team's chargeable hourly rates and anticipated time incurred on the project.

Ambit Studio Ltd is required to deliver the service areas listed above and based upon the timescales listed in the preceding section within this budget. The budget is in pounds sterling inclusive of VAT and include **all associated costs** to deliver this project, including staffing costs, travel, subsistence, materials, administration expenses including data collection, document production, printing, publication and copying as required.

No chargeable time shall be incurred in excess of any agreed project fixed fee without prior written agreement from the EDC.