

Call-off Terms and Conditions

BEIS Research & Evaluation Framework Framework reference: CR150025BIS Lot 3 Programme & Pilot Evaluation

**GLA 81351
Contract for Programme Evaluation Services to the
Mayor’s Construction Academy**

between

Greater London Authority

and

**ICF Consulting Services Ltd
(Company Registration: 04161656)**

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PARTIES

- (1) The Greater London Authority (GLA) whose principal place of business is at City Hall, The Queen's Walk, London SE1 2AA and Union Street, London SE1 0LL (**Customer**).
- (2) ICF Consulting Services Ltd incorporated and registered in England and Wales with company number 04161656 whose registered office is at Riverscape, 10 Queen Street Place, London, England, EC4R 1BE (**Service Provider**).

BACKGROUND

- (A) The Authority placed a contract notice 111177-2015 on 26th March 2015 in the Official Journal of the European Union seeking expressions of interest from potential service providers for the provision of Services (divided into Lots) to Contracting Bodies under a Framework Agreement.
- (B) Following receipt of expressions of interest, the Authority invited potential service providers (including the Service Provider) on 6 July 2015 to tender for the provision of research and evaluation services.
- (C) On the basis of the Service Provider's Tender, the Authority selected the Service Provider to enter a framework agreement to provide services to Contracting Bodies who will place Commissions in accordance with the Framework Agreement.
- (D) The Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of Services and the obligations of the Service Provider under the framework agreement.
- (E) The Customer is a Contracting Body, as specified in the OJEU Notice. It has selected the Service Provider to provide the Services and the Service Provider is willing and able to provide the Services in accordance with the terms and conditions of this Contract.

GENERAL PROVISIONS

1. DEFINITIONS

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

Approval: the prior written approval of the Customer.

Auditor: the National Audit Office or an auditor appointed by the Audit Commission as the context requires.

Authorised Representative: the persons respectively designated as such by the Customer and the Service Provider in the Commissioning Letter.

Authority: Secretary of State for Business, Innovation and Skills, being the contracting authority that established the Framework Agreement.

Commission: the order placed by the Customer to the Service Provider in accordance with the Framework Agreement, which sets out the description of the Services to be supplied including, where appropriate, the Key Personnel, the timeframe, the Deliverables and the Quality Standards.

Commissioning Letter: the document used to place a Commission.

Confidential Information: means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA.

Contract: the written agreement between the Customer and the Service Provider consisting of the Commissioning Letter and these clauses (except that, for the purposes of clause 44.3 only, reference to "Contract" shall not include the Commissioning Letter).

Contract Period: the period from the Service Commencement Date to:

- (a) the date of expiry set out in clause 3;
- (b) following an extension pursuant to clause 4, the date of expiry of the extended period; or
- (c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

Contract Price: the price (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Commissioning Letter, for the full and proper performance by the Service Provider of its obligations under the Contract.

Contract Year: a period of 12 months, commencing on the Service Commencement Date.

Contracting Authority: any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2006 (SI 2006/5) other than the Customer.

Contracting Body: a Contracting Authority identified in the contract notice as a potential purchaser of Services under the Framework Agreement.

Crown: 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 Protection Legislation: means the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Default: any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Deliverables: those deliverables listed in the Commissioning Letter.

Dispute Resolution Procedure: the dispute resolution procedure in clause 42.

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

Fees Regulations: the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004 (*SI 2004/3244*).

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any event or occurrence that is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including: fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Service Provider's or any Sub-Contractor's organisation; or
- (b) the failure by any Sub-Contractor to perform its obligations under any Sub-Contract.

Framework Agreement: the framework agreement for the provision of Research and Evaluation Framework Services between the Authority and the Service Provider dated 2 January 2016.

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

Information: has the meaning given under section 84 of the FOIA.

Initial Contract Period: the period set out in clause 3.

Intellectual Property Rights: 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, and **Intellectual Property** shall refer to such materials.

Key Personnel: any individual identified in the Commissioning Letter as being key personnel.

Law: any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Service Provider is bound to comply.

Management Information: the management information specified in the Commissioning Letter.

Month: calendar month.

Parent Company: any company which is the ultimate Holding Company of the Service Provider or any other company of which the ultimate Holding Company of the Service Provider is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider. The term **Holding Company** shall have the meaning ascribed in section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: the Service Provider or the Customer and Parties shall mean both the Service Provider and the Customer.

Prohibited Act: the following constitute Prohibited Acts:

not less than five Working Days before the date on which the tax or other liability is payable by the Customer.

- 12.6 The Service Provider shall not suspend the supply of the Services unless the Service Provider is entitled to terminate the Contract under clause 37 for failure to pay undisputed sums of money.

13. RECOVERY OF SUMS DUE

- 13.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.
- 13.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 13.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.
- 13.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

STATUTORY OBLIGATIONS AND REGULATIONS

14. CONFLICTS OF INTEREST

- 14.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.

- 14.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 14.1 above arises or is reasonably foreseeable.
- 14.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

15. PREVENTION OF BRIBERY

- 15.1 The Service Provider:
- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Contract commit a Prohibited Act; and
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Contract.
- 15.2 The Service Provider shall:
- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
 - (b) within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Service Provider) compliance with this clause 15 by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request.

20. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 20.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without the Customer's prior written Approval.
- 20.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation on the Customer, including any examination of the Contract by the Auditor.
- 20.3 The Service Provider shall not do anything, or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 All Intellectual Property Rights in the output from the Contract Services shall vest in the Service Provider who shall grant to the Customer a non-exclusive, unlimited, irrevocable licence to use the Intellectual Property Rights for any purpose relating to the exercise of the business or function of the Customer provided in each case that such rights shall not extend to the commercial exploitation of the Intellectual Property. This licence shall, during its term, include the right to sub-licence to a third party (including, for the avoidance of doubt, any replacement service provider or other third party invited by the Customer to participate in a tendering process for the award of a contract to deliver replacement services).
- 21.2 Subject to Clause 21.1 and save as expressly granted elsewhere under the Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Service Provider or its licensors and the Service Provider shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.
- 21.3 The Service Provider shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Service Provider of the Contract Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").
- 21.4 If a Claim arises, the Customer shall notify the Service Provider in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Service Provider

shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Service Provider:

- (a) shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) shall take due and proper account of the interests of the Customer;
- (c) shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and
- (d) shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).

21.5 The Service Provider shall have no rights to use any of the Customer's names, logos or trademarks without the prior written approval of the Customer.

22. RECORDS AND AUDIT ACCESS

22.1 The Service Provider shall keep and maintain until six years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contracts entered into with the Customer and the amounts paid by the Customer.

22.2 The Service Provider shall keep the records and accounts referred to in clause 22.1 above in accordance with good accountancy practice.

22.3 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor such access to such records and accounts as may be required by the Customer from time to time.

22.4 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) during the Contract Period and for a period of 6 years after the expiry of the Contract Period to the Customer and the Auditor.

22.5 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services, except insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.

a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;

- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (i) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

DEFAULT, DISRUPTION AND TERMINATION

36. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

36.1 Without affecting any other right or remedy available to it, the Customer may terminate this Contract with immediate effect by giving [written] notice to the Service Provider if:

- (a) the Service Provider 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) the Service Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Service Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Service Provider with one or more other companies or the solvent reconstruction of the Service Provider;
- (d) 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 given or if an administrator is appointed, over the Service Provider (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Service Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over the assets of the Service Provider or a receiver is appointed over the assets of the Service Provider;
- (g) a creditor or encumbrancer of the Service Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Service Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 36.1(a) to clause 36.1(g) (inclusive); or
- (i) the Service Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

36.2 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (**Change of Control**). The Customer may terminate the Contract by notice in writing with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

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

37. TERMINATION ON DEFAULT

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

- (a) the Service Provider has not remedied the material breach to the satisfaction of the Customer within 20 Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the material breach and requesting it to be remedied; or
- (b) the material breach is not, in the opinion of the Customer, capable of remedy.

- 37.2 For the purposes of clause 37.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:
- (a) a substantial portion of this Contract; or
 - (b) any of the obligations set out in clauses 8, 16 and 17.

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 37.3 The Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if:
- (a) The Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract
 - (b) If any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply;
 - (c) Any warranty given by the Supplier in clause 35 of this Contract is found to be untrue or misleading.

- 37.4 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 60 Working Days of the date of such written notice, the Service Provider may terminate the Contract in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 13.

38. TERMINATION FOR CONVENIENCE

The Customer may terminate this Contract at any time by giving written notice to the Service Provider in accordance with the Commissioning Letter.

39. CONSEQUENCES OF TERMINATION OR EXPIRY

- 39.1 Where the Customer terminates the Contract under clause 37 and then makes other arrangements for the supply of Services, the Customer may recover from the Service Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 37, no further payments shall be

payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.

39.2 Subject to clause 32, where the Customer terminates the Contract under clause 37.4, the Customer shall indemnify the Service Provider against any reasonable commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Service Provider by reason of the termination of the Contract, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under clause 37.4.

39.3 The Customer shall not be liable under clause 39.2 to pay any sum that:

- (a) was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the Service Provider if the Contract had not been terminated before the expiry of the Contract Period.

39.4 Except as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clause 11 (Contract Price), clause 12 (Payment and VAT), clause 13 (Recovery of Sums Due), clause 14 (Conflicts of Interest), clause 17 (Confidentiality), clause 18 (Data Protection Act), clause 19 (Freedom of Information), clause 21 (Intellectual Property Rights), clause 22 (Records and Audit Access), clause 26 (Rights and Remedies), clause 32 (Liability, indemnity and insurance), clause 33 (Insurances), clause 34 (Taxation, National Insurance and employment liability), clause 39 (Consequences of termination or expiry), clause 41 (Recovery on termination), and clause 46 (Governing law and Jurisdiction).

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

46. GOVERNING LAW AND JURISDICTION

46.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

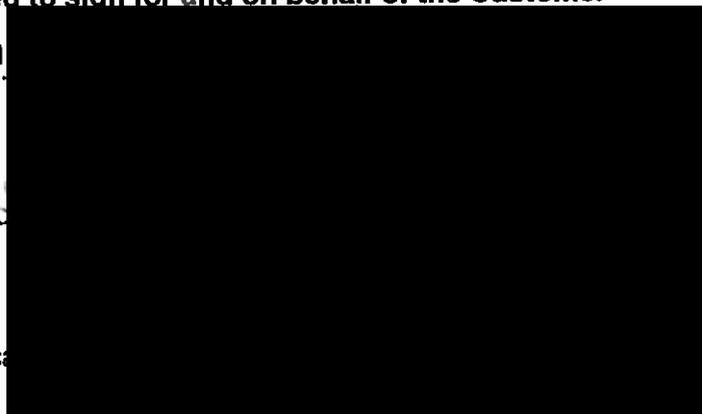
46.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Authorised to sign for and on behalf of the Customer

Signature.....

Date.....

Name in ca



Address.....

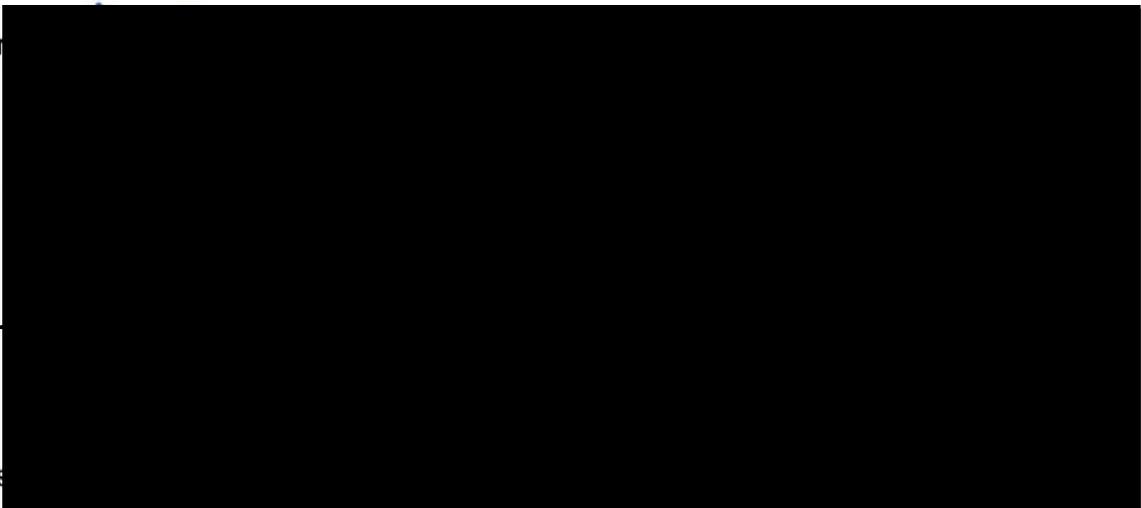
Authorised to sign for and on behalf of the Service Provider

Signature.....

Date.....

Name in

Address.....



Annex A. Completed Commissioning Letter

ICF Consulting Services Ltd
Riverscape
10 Queen Street Place
London, England
EC4R 1BE

1st August 2019

Dear [REDACTED]

UKSBS Research and Evaluation Framework Agreement – Lot 3 Programme & Pilot Evaluation (reference: CR150025BIS) for the provision of:

Qualitative and quantitative impact evaluation services to the Mayor's Construction Academy (MCA).

Thank you for your response to the Specification for the above Commission dated 24 May 2019, by the Greater London Authority (the Customer), through the Research and Evaluation Framework dated 2 January 2016 between (1) Secretary of State for Business, Innovation and Skills and (2) ICF Consulting Services Ltd (Company Registration: 04161656) (the Framework Agreement).

Annexes: A'. ICF Technical Submission 17 June 2019
 B'. GLA Specification 24 May 2019
 C'. ICF Financial Submission & Tender Declarations 17 June 2019

No post-tender correspondence to clarify or modify the tender submission has been necessary.

The Greater London Authority (GLA) accepts your tender submission (Annexes A' and C'), submitted in response to our Specification (Annex B').

The Call-off Terms and Conditions for this Contract are those set out in the Framework (CR150025BIS).

The agreed maximum charges are [REDACTED] exclusive of VAT which should be added at the prevailing rate. The agreed invoice schedule is as follows:

Payment will be made on the satisfactory completion of each Stage, as outlined in the tender Technical Submission under section 2.3 "Step-by-step methodology".

City Hall, The Queen's Walk, London SE1 2AA

Enquiries: [REDACTED] www.london.gov.uk

Terms of payment for the balance of £ [REDACTED] (exclusive of VAT) will be:

[REDACTED]

[REDACTED]

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Customer

Signature.....

Date.....

Name in capitals.....

Address.....
.....

Authorised to sign for and on behalf of the Service Provider

Signature.....

Date.....

Name in capitals.....

Address.....
.....

Annex C. Tax Arrangements of Staff and Sub-Contractors

1. Where a member of Staff is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

2. Where a member of Staff is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

3. Service Provider may, at any time during the term of this contract, request [Worker] to provide information which demonstrates how a member of Staff complies with paragraphs 1 and 2 above or why those paragraphs do not apply to it.

4. A request under paragraph 3 above may specify the information which a member of Staff must provide and the period within which that information must be provided.

5. Service Provider may terminate this contract if-

(a) in the case of a request mentioned in paragraph 3 above-

(i) a member of Staff fails to provide information in response to the request within a reasonable time, or

(ii) a member of Staff provides information which is inadequate to demonstrate either how [Worker] complies with paragraphs 1 and 2 above or why those paragraphs do not apply to it;

(b) in the case of a request mentioned in paragraph 4 above, a member of Staff fails to provide the specified information within the specified period, or

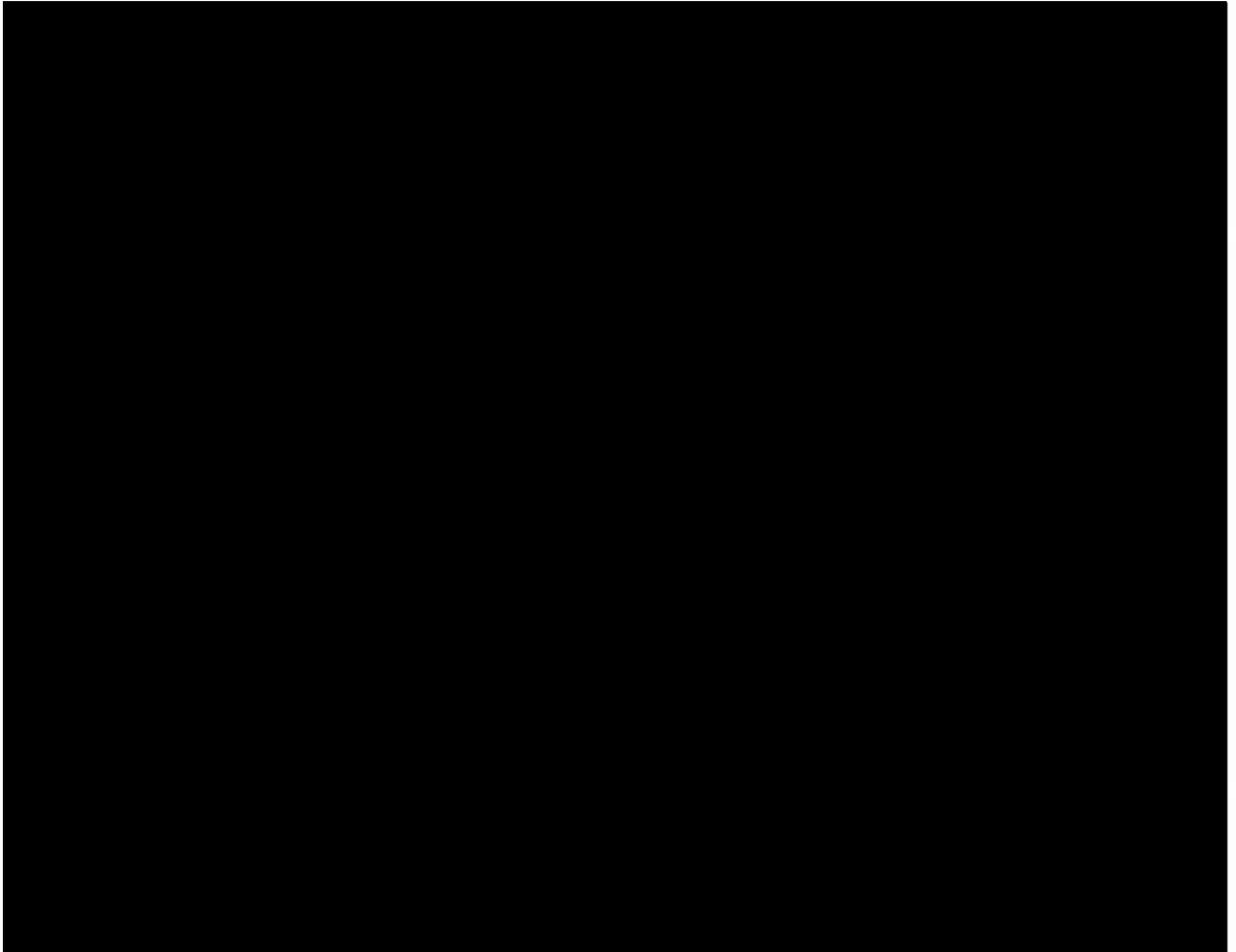
(c) it receives information which demonstrates that, at any time when paragraphs 1 and 2 apply to a member of Staff, a member of Staff is not complying with those paragraphs.

6. The Customer may supply any information which it receives under paragraph 3 to the Secretary of State for Business, Innovation and Skills and to the Commissioners of Her Majesty's Revenue & Customs for the purpose of the collection and management of revenue for which they are responsible.

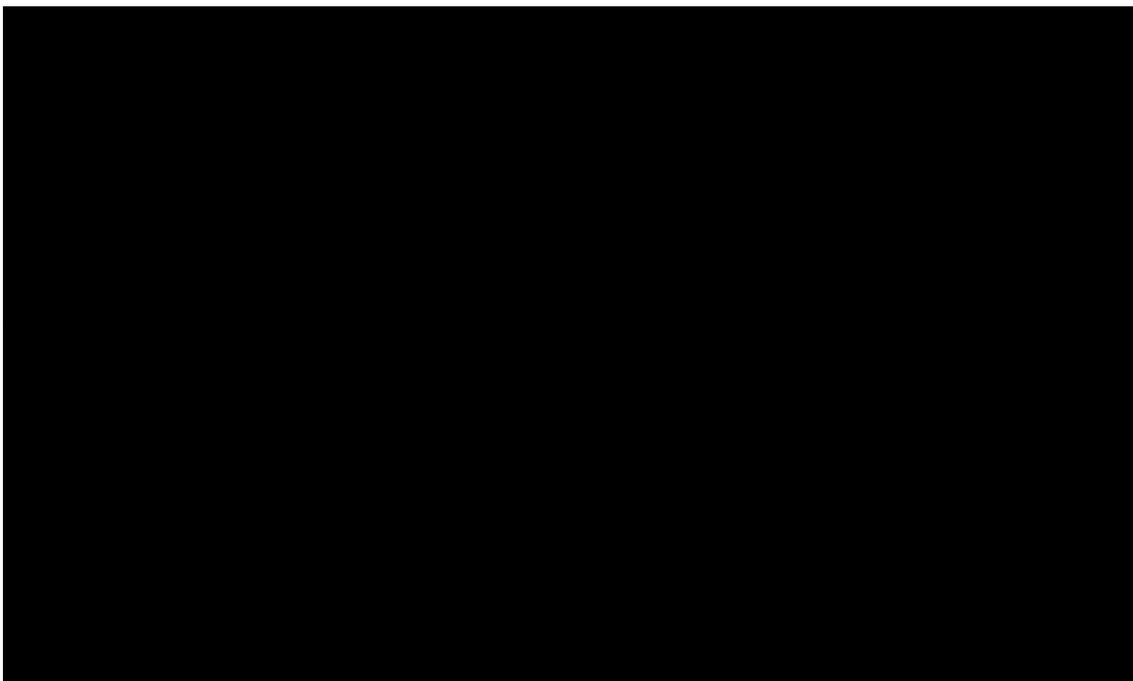
Annex A' ICF - Technical Submission 17 June 2019

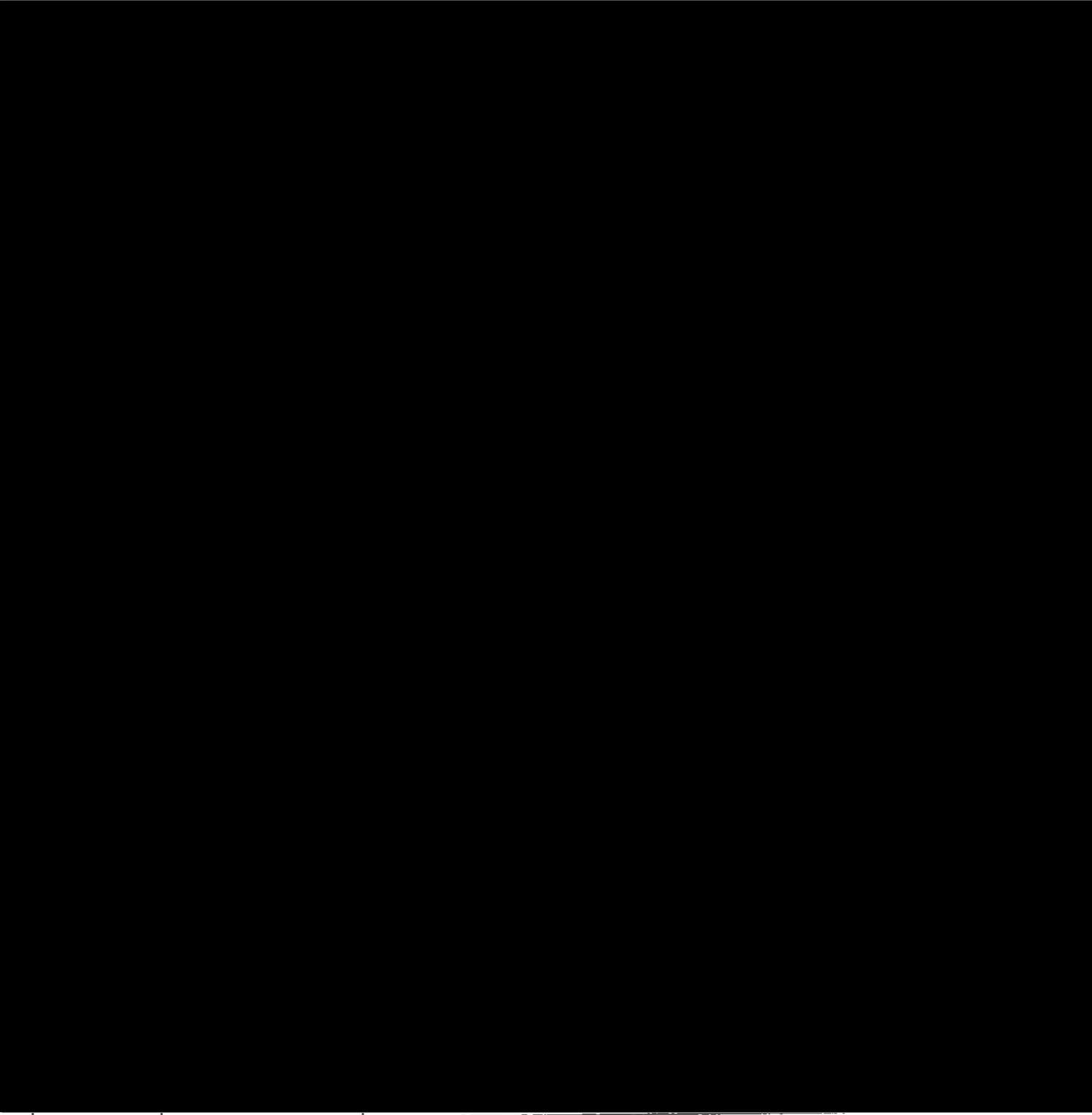
- 1 Examining the programme delivery process
- 2 Measuring economic impact
- 3 Step-by-step methodology
- 4 Workplan/timetable (denotes project outputs)
- 5 Quality assurance
- 6 Risk management and mitigation
- 7 Communicating key findings clearly and accurately
- 8 Key Personnel – CVs

1 Examining the programme delivery process



2 Measuring economic impact





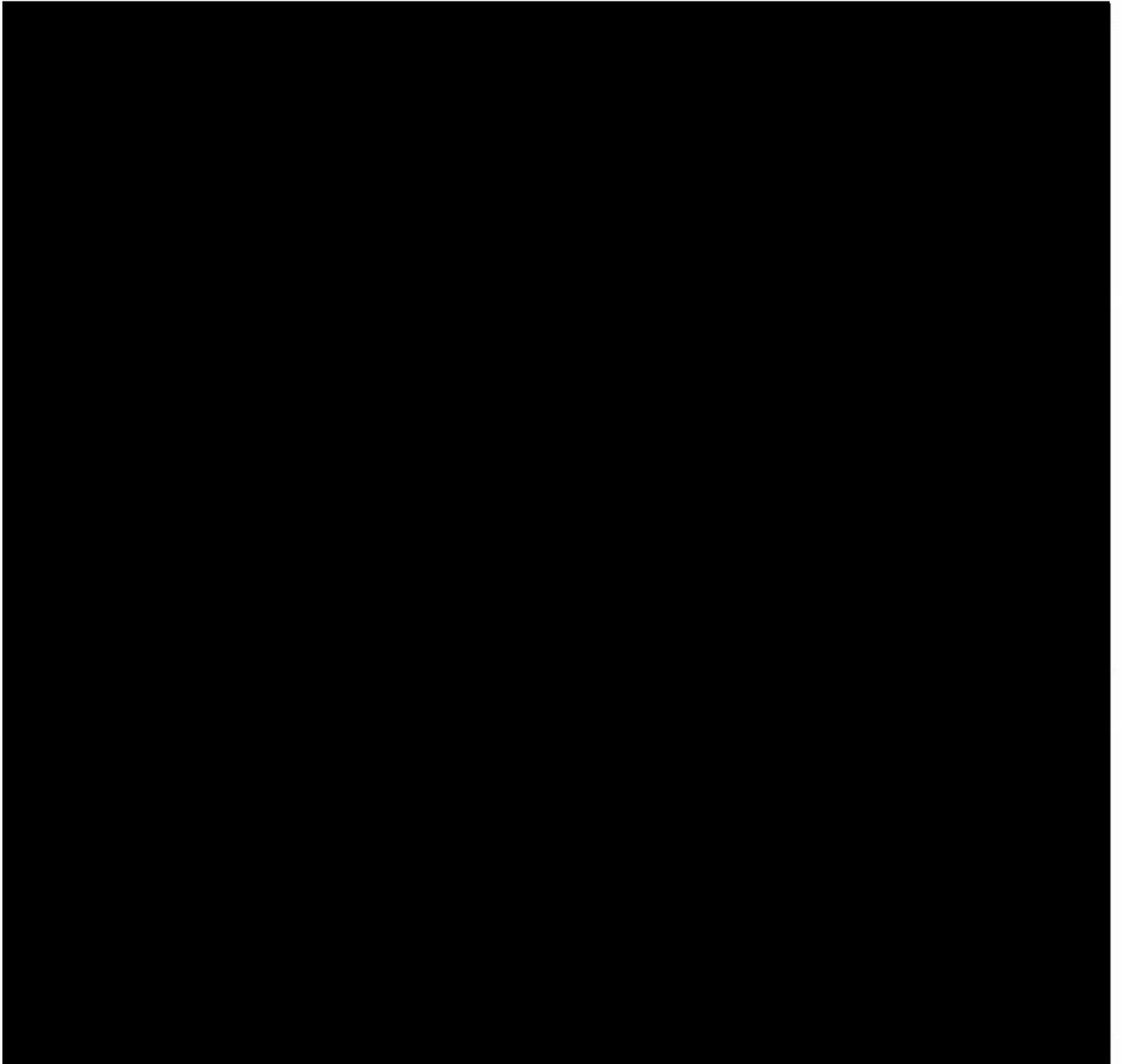
² Mayor's Construction Academy Quality Mark Prospectus (2018) London: GLA

³ Mayor's Construction Academy Quality Mark Prospectus (2018) London: GLA

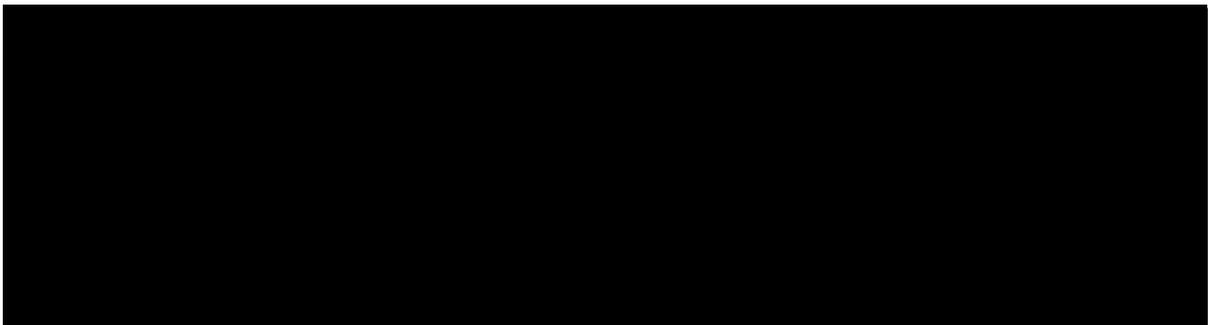
⁴ The GLA has commenced work on a draft logic model which would be made available to successful applicants.

⁵ Mayor's Construction Academy Hub status and funding opportunity prospectus (2018) London: GLA

⁶ Mayor's Construction Academy Programme Overview (2018) London: GLA



5 MCA Programme Evaluation – Purpose and Requirements



⁷ *Skills for Londoners Capital Fund Round 2 Prospectus* (2018) London: GLA

