**Training and advisory Services Agreement**

**For**

**NATIONAL LEADERSHIP CENTRE PROGRAMME – LEADERSHIP EXERCISE DESIGN & DELIVERY**

**between**

**Serco Limited**

**and**

**UK CABINET OFFICE – NATIONAL LEADERSHIP CENTRE**

**Dated**

**2nd September 2019**

**THIS AGREEMENT** is dated 2nd September 2019 the Effective Date

Parties

1. Serco Limited incorporated and registered in England and Wales with company number 242246 whose registered office is at 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XB (**Serco**).
2. UK Cabinet Office, National Leadership Centre, 1 Horse Guards Road, London, SW1A (Customer).

(which may be referred to individually as a Party and jointly as the Parties)

Background

(A) The Civil Contingencies Secretariat of the Cabinet Office of the Government of the United Kingdom (“CCS”) owns the Emergency Planning College (the “EPC”) located at The Hawkhills, Easingwold, York YO61 3EG.

(B) Pursuant to a management contract (“Management Contract”) between the Minister for the Cabinet Office (the “Authority”) and Serco, Serco operates the EPC on behalf of the Authority.

(C) Serco delivers, in relation to the EPC, certain training and advisory services, both on site at the EPC and offsite, in support of the objectives of the Management Contract.

(D) The Customer is developing a public services leadership programme and has engaged the services of Serco, on the Terms and Conditions of Contract as contained in Appendix 1, to support the programme via the design and delivery of a leadership exercise as further detailed in the Specification contained within Appendix 2.

This Agreement shall commence on 2nd September 2019 (the “**Effective Date**”) and subject to any provisions for earlier termination or extension as contained in the Terms and Conditions of Contract, shall expire on 1st September 2020. The Agreement can be extended subject to mutual agreement of the Parties.

This Agreement is formed of the following which are incorporated into the Agreement. All references to this Agreement shall be deemed to include all of the following:

1. The Terms and Conditions of Contract – Appendix 1
2. The Specification – Appendix 2
3. Pricing and Payment – Appendix 3

In the event of a conflict between any of the above incorporated documents they shall take precedence in the order as follows; (A), (C) and (B).

The Parties execute this Agreement as of the date specified below:

For Serco Limited (“**Serco**”)

Signature: …REDACTED TEXT……………………………………………

Print Name: … REDACTED TEXT ……………………………………………

Job Title: … REDACTED TEXT ………………………………………………

Date:… REDACTED TEXT …………………………………………………..

For the UK Cabinet Office, National Leadership Centre (“**Customer**”)

Signature: …… REDACTED TEXT ………………………………………….

Print Name: …… REDACTED TEXT ………………………………………….

Job Title: ……… REDACTED TEXT ………………………………………….

Date: **………** REDACTED TEXT **………………………………………………**

**appendix 1 - Terms & Conditions of contract**

1. Introduction
   1. These terms and conditions apply to the Services requested by the Customer which are delivered by Serco and no other terms and conditions shall apply. These terms shall apply from the time the Specification is agreed between the parties, or from the effective date of the Agreement, whichever is the earlier, and these terms and conditions shall constitute the entire Agreement between Serco and the Customer.
2. Definitions

In these terms and conditions the following words shall have the meanings given in this clause.

* 1. “Agreement” shall mean these terms and conditions and the associated Appendices;
  2. “Controller”, “Personal Data”, “Personal Data Breach”, “Processor” and “Data Subject” have the meanings given under the Data Protection Act 2018;
  3. “Customer” means the party that has a requirement for the Services;
  4. “Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the other Party under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach;
  5. “Data Privacy Laws**”** means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
  6. “Data Subject Rights Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Privacy Laws to access their Personal Data;
  7. “EPC” means the Emergency Planning College located at ‘The Hawkhills’, Easingwold, York YO61 3EG;
  8. “Foreground IPR” means any Intellectual Property Rights arising from the performance of the Services and created and/or modified by the Contractor, their consultants or subcontractors during the term of the Agreement.
  9. “Intellectual Property Rights” or “IPR” means all intellectual property rights of whatever nature subsisting in any part of the world at any time including (without limitation) patents, know-how, registered designs and trade marks (whether registered or not), copyright (whether in drawings, plans, specifications, designs, computer software or otherwise), database rights, design rights, and applications for any rights to apply for any of the foregoing in any part of the world.
  10. “Party” / “Parties” in the singular shall mean the Customer or Serco and in the plural shall mean the Customer and Serco;
  11. “Serco” means Serco Limited (a company incorporated in England and Wales (registered no. 242246) whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY.
  12. "Service(s)" means the service or activity as detailed within the Specification and as provided by Serco utilising personnel and/or facilities, as appropriate, from the EPC, a body that delivers civil protection doctrine and training managed by Serco under a contract between Serco and the Cabinet Office;
  13. “Specification” means Appendix 2 of this Agreement;

1. Serco Obligations
   1. Serco shall provide and deliver the Services to the Customer in accordance with the Specification in all material respects.
   2. If the Specification contains delivery milestones and dates, Serco shall use all reasonable endeavours to achieve such delivery. In the event of any delay, which is caused solely by Serco, or which Serco contributed to, the Customer’s remedy shall be as specified within the Specification.
   3. Serco shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer’s premises, or third party premises where the Services are performed, and that have been communicated to Serco, provided that it shall not be liable if, as a result of such observation, it is in breach of any of the provisions of this Agreement.
2. Customer’s Obligations
   1. The Customer shall:
3. provide, for Serco, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Serco in the provision of the Services;
4. notify Serco of any health and safety hazards which may exist or arise from the use of the Customer facilities and which may affect Serco;
5. where it has been agreed that the supply of Services will take place at Customer premises (including 3rd party premises arranged by the Customer) be responsible (at its own cost) for preparing, maintaining and suitably insuring those Customer premises for the delivery of the Services;
6. to the extent that Serco's obligations are expressly stated to be dependent on any third party supplier under the control of or contracted to the Customer, the Customer shall be responsible for ensuring/procuring the assistance and co-operation of such third parties to the extent that Serco reasonably requires such assistance and co-operation for the proper performance of its obligations under the Agreement;
7. provide in a timely manner, such in-put material and other information as Serco may reasonably require for the purpose of providing the Services and ensure that it is accurate in all material respects.
   1. In the event of a delay in the performance of the Services caused by the Customer, including a delay in the supply of in-put material, the Customer shall reimburse Serco for Serco’s direct costs, including reasonable travel expenses, and such extension of time to the schedule and any delivery dates as detailed within the Specification as is necessary for the continued delivery of the Services. Serco shall issue evidence in writing of its additionally incurred expenses and / or an estimate of delay. In the instances when the delay is not caused solely by the Customer, then the Customer will only be liable to the extent of the delay that is attributable to them.
   2. With regards to any extension of this Agreement, or if a new agreement is to be executed that directly relates to the Services, then the Customer agrees that it will not engage directly with any of Serco’s consultants and/or subcontractors who were involved in the delivery of this Agreement. For the avoidance of doubt, this clause does not prohibit the Customer from directly engaging with any Serco consultant and/or subcontractor with regards to performance of services that are not related to this Agreement.
8. Services Location
   1. The Services will be conducted at National Leadership Centre, Cabinet Office, 1 Horse Guards Road, London, SW1A 2HQ.
9. Fees
   1. The fee for the Services shall be as detailed in Appendix 3, Pricing and Payment.
   2. Invoices for the Services will be issued in accordance with the payment terms and schedule as detailed within Appendix 3.
   3. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Serco within thirty (30) days, Serco may charge the Customer interest at 8% per year above the base rate of HSBC plc from time to time accruing daily and compounded at the end of each calendar monthly on every invoice overdue for payment calculated from the date of the invoice until the date of payment and may suspend all of its obligations hereunder until payment has been made in full.
   4. Serco’s charges are exclusive of value added tax. Customer shall pay value added tax on the charges at the rate and in the manner prescribed by law from time to time.
10. Change Control
    1. If either Party wishes to change the scope or execution of the Services, or the Customer wishes for performance of additional Services, the requesting Party shall submit details of the requested change to the other in writing, and wherever possible, issue such notice prior to the agreed commencement date of the Services, and any changes agreed by the parties shall be recorded as a variation to this Agreement.
    2. In no event is Serco obligated to perform additional work to that which constitutes the Services at the Effective Date of the Agreement, or to amend the scope or execution of the Services.
11. Insurance
    1. Serco will arrange such third party liability and indemnity insurance as it considers appropriate and will, upon reasonable written request, provide certificates signed on behalf of Serco stating that such insurances are in place subject to payment of any reasonable administration charges which Serco considers appropriate.
12. Liability and Indemnity
    1. Although Serco will exercise reasonable care and take reasonable precautions, the Customer agrees to indemnify and hold harmless Serco from and against all claims made in respect of personal injury (including injury, illness or disease resulting in death) and/or loss of or damage to any property other than to the extent such loss, damage or injury is due to, or arises from either the negligence of Serco, its employees or contractors whilst in the performance of the Service, or as a result of fraudulent misrepresentation by Serco.
    2. To the maximum extent permissible under English law, the total aggregate liability of Serco to the Customer for all matters arising under this Agreement shall not exceed 150% of the total fees for the Services, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising in connection with the performance of the Service.
    3. In no event will Serco be liable to the Customer for (a) economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description and/or (b) indirect or consequential loss or damage; howsoever caused which is suffered or incurred by the Customer.
    4. Serco shall not be liable for any loss, damage, costs, fines or expenses or other liabilities, including such incurred by third parties as a result of the Customer’s reliance on any outputs from the Services, including but not limited reports, plans, procedures and training materials.
13. Termination and Cancellation
    1. This Agreement shall, unless terminated earlier in accordance with clauses 10.2, 10.3 or otherwise in accordance with law, or as otherwise specified within the Agreement, terminate upon completion of the Services. Notwithstanding, clauses 4.3, 6, 9, 12, 13, 14, 15 and 20 shall survive termination of this contract.
    2. Either Party may forthwith terminate this Agreement in its entirety by notice in writing if:
       1. The other Party is in material breach of the terms of the Agreement and, unless the breach is irremediable, fails to remedy such breach within 14 days of written notice;
       2. The other Party goes into liquidation or is made bankrupt, a receiver is appointed over any of its assets or business, or an administrator is appointed or it passes a resolution for voluntary liquidation (other than as part of a bone fide scheme of amalgamation or reconstruction). Termination of the Agreement shall be without prejudice to any accrued rights or remedies to either Party;
    3. Either Party may forthwith cancel a part of, or all of the Services by issuing a written notice to the other Party. Unless the cancellation terms are explicitly stated within the Specification, the Parties shall, immediately following the issue of a cancellation notice, discuss and agree the terms of the cancellation and any payment due to Serco.
    4. Serco may terminate this Agreement upon 30 calendar days’ written notice to the Customer if Serco’s Management Contract with the Authority expires or is terminated for any reason.
    5. Notwithstanding clause 10.2, following termination or cancellation in accordance with this clause 10, Serco shall as a minimum be reimbursed for all parts of the Services performed or prepared ready for performance up to the termination or cancellation date and any other associated third party costs that remain payable.
14. Force Majeure
    1. Neither Party shall be liable for non-performance or delay of performance which is due to any cause beyond its reasonable control including (without limitation) inclement weather, fire, flood, industrial action (other than that involving the Party affected by the force majeure event), explosions, government regulations and orders and acts of God. In the event that the Services cannot be delivered by Serco due to force majeure then Serco and the Customer will discuss the arrangements for delivery of the Services at another time and date without additional charge to the Customer.
15. Intellectual Property Rights
    1. Any Foreground IPR shall belong to and vest in the Authority.
    2. The Authority hereby grants to Serco a non-exclusive, royalty-free licence (with the rights to sub-licence in accordance with clause 12.3) to copy, modify and use any Authority IPR for the sole purpose of providing the Services during the term of this Agreement.
    3. The licence granted under clause 12.2 includes the right to grant sub-licences to any consultant and/or subcontractors of Serco to the extent that such parties are engaged by Serco in the delivery of services under this Agreement and/or the Management Contract.
16. Confidentiality
    1. Each Party shall hold in confidence all technical or commercial know how, specifications, inventions, process or initiatives which are of a confidential nature (“Proprietary Information”) obtained from the other Party; and shall not disclose to any third party without the express permission of the other Party any such Proprietary Information obtained from the other Party.
    2. The provision of clause 13.1 shall not apply to any information which:
17. is or becomes public knowledge other than by breach of this clause 13; or
18. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
19. is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure; or
20. must be disclosed by the disclosing Party in the discharge of its obligations to supply information for parliamentary, governmental or judicial purposes.
    1. Nothing in this clause 13 shall be deemed or construed to prevent Serco from disclosing any Proprietary Information provided by Customer to any parent company, consultant, contractor and/or other person engaged by Serco in connection herewith, provided that Serco shall take all reasonable steps to ensure that such information is held in confidence by such companies and individuals, and their servants or agents, including, where appropriate, requiring any such individuals to enter into an appropriate non-disclosure undertakings on substantially the same terms as are contained in this clause 13.
21. Tax and Anti-Bribery
    1. Each Party agrees that;
22. its tax affairs have not given rise to a criminal conviction in any jurisdiction for tax related offences which is unspent, or to a penalty for civil fraud or evasion; and
23. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of HMRC successfully challenging it under the GAAR or the Halifax Abuse Principle; or
24. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of a tax authority in a jurisdiction in which it is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or
25. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of the failure of an avoidance scheme which it was involved in and which was, or should have been, notified under the DOTAS or any equivalent or similar regime in a jurisdiction in which it is established.
26. Anti-Corruption and Bribery
    1. Each Party shall:
27. comply with all applicable laws, statutes, regulations relating to anti-bribery and corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") and with all international anti-bribery conventions (collectively, the "Anti-Bribery Laws”;
28. not engage in any activity, practice or manner which would have constituted an offence under sections 1, 2 or 6 and 7(1) of the Bribery Act 2010 if such activity, practice or manner had been carried out in the UK;
29. have and 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 Relevant Requirements, the Relevant Policies, the Anti-Bribery Laws and clauses 15.1 a) and 15.1 b) and shall enforce them where appropriate;
30. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of this Agreement and/or if a foreign public official becomes an officer or employee of the Party or acquires a direct or indirect interest in the Party (and the Parties hereby warrant that they have no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement);
31. where requested in writing by the other Party, certify within 14 days of the date of such request in writing signed by an officer of the Party to whom the request is made, compliance with this Clause 15 by the Party to whom the request is made and all persons associated with it under Clause 15. The Party to whom the request has been made shall provide such supporting evidence of compliance as the other Party may reasonably request; and
32. ensure that any person associated with the Party to whom the request is made who is providing goods and/or performing services in connection with this Agreement does so only on the basis of a written agreement which imposes similar obligations equivalent to those imposed on each Party as in this Clause 15 (the "Relevant Terms"). Each Party respectively shall be responsible for the observance and performance by any such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

For the purpose of this Clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

1. Notices
   1. All notices to Serco shall be in writing, in English and sent to Serco via the EPC at The Hawkhills, Easingwold, York YO61 3EG (for the attention of the Business Operations Manager) and to the Customer at such address as they may have given to Serco.
2. Remedies
   1. Neither Party shall be deemed to have waived any rights or remedies unless its waiver is in writing and signed by a duly authorised officer of the Party making such a waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of any Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

Dispute Resolution

* 1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
  2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
  3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

1. Amendments
   1. No amendments to this Agreement shall be valid unless they have been made in writing and executed by duly authorised officers of both parties.
2. Severance
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
3. Governing Law and Jurisdiction
   1. This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales unless the parties agree to arbitration.
4. Entire Agreement
   1. This is the entire Agreement between the Customer and Serco as to the Services and all other agreements, understandings or representations not expressly included or referred to in this Agreement are hereby excluded.
5. Data Protection
   1. The Customer and Serco agree that they are separate Controllers in respect of the processing of Personal Data in connection with this Agreement.
   2. Each Party shall comply with the Data Privacy Laws and shall not by its act or omission cause the other Party to breach the Data Privacy Laws.
   3. Each Party shall provide such assistance as is reasonably requested by the other Party, (and insofar as possible, within the timescales reasonably required by the other Party) in relation to either Party's obligations under Data Privacy Laws and any complaint, communication, Data Subject Rights Request received, or Data Loss Event reported by that Party.
   4. The EPC privacy policy on the EPC website sets out how a Data Subject may exercise their rights under Data Privacy Laws and how Serco processes Personal Data.
   5. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.
   6. NOT NEEDED.
   7. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.
6. Contracts (Rights of Third Parties) Act
   1. A person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 has no rights to enforce any term of this Agreement but this does not affect any right or remedy which exists or is available apart from that Act.

**appendix 2 – The specification**

**General Service Description**



**Detailed Service Description**

**Customer Responsibilities**

**EPC Responsibilities**

The EPC will design and deliver a three day leadership exercise in accordance with the initial draft proposal, CCHR19A60 National Leadership Centre proposal v1.5 attached, the subsequent NLC Addendum document CCHR19A60 NLC Addendum Final, attached, which contains the EPC responses to NLC’s clarification questions

The leadership exercise will be delivered on three occasions (February 2020, March 2020 & April 2020).

EPC Proposal to Requirement

REDACTED TEXT

REDACTED TEXT

REDACTED TEXT

**Schedule and Milestones**

The Project Plan as attached is in draft format, following its sign-off and release it will outline all the activities, milestones and interdependencies between the parties. In addition, the following are the key milestones and timescales for the project:

REDACTED TEXT

**Key Milestones**

Design of leadership exercise by end of December 2020, including a full-day rehearsal of the exercise with NLC staff by 19 December.

Delivery of leadership exercise for:

Cohort 1 by the end of February 2020 (4-7 February 2020)

Cohort 2 by the end of March 2020 (15-18 March 2020)

Cohort 3 by the end of April 2020 (26-29 April 2020)

A Post-Exercise Report (PXR), including a lessons identified report, will be delivered to NLC within 7 working days following the completion of each Cohort.

**Notices and Correspondence**

All notices and correspondence relating to this Agreement are to be issued:

For EPC:

For Customer:

**appendix 3 – pricing and payment**

**Pricing:**

The price to deliver the scope of services detailed within CCHR19A60 NLC Addendum Final (1) is £128,075 ex VAT.

REDACTED TEXT

**Assumptions & Pricing Clarifications:**

If any Services are cancelled or rescheduled by the Customer or any dates identified in the Project Plan changed by the Customer and such cancellation, rescheduling or change causes Serco to cancel any pre-booked travel, hotels or other booking (including speakers), Serco will be entitled to the payment by the Customer of any reasonable costs incurred as a direct result of such cancellation, rescheduling or changing of dates subject to the following:

a)    Serco shall use reasonable endeavours to obtain a refund, to minimise and to mitigate any costs incurred;

b)    no costs shall be paid to Serco for any cancellation, rescheduling or change which is notified to Serco by the Customer more than 3 months prior to the date on which the Service was to be provided; and

c)    Serco will provide full evidence of any costs incurred and reasons why any refund could not be obtained.

**Payment:**

* As per Clause 6.3, payment of invoice is due within 30 days from the invoice date.
* The EPC’s bank details are as follows:

**Bank address:**

HSBC Bank plc

REDACTED TEXT

**Account Information**

REDACTED TEXT

NOT NEEDED