

AGREEMENT between:

The Department of Work and Pensions (“DWP”) whose Headquartered office is at:

Caxton House, 6- 12 Tothill Street, London, SW1H 9NA
 (“the Client”);

and

Figurativ Consulting Limited (Company no 11450320). whose registered office is at:

Kemp House 160 City Road, London, EC1V 2NX (“the Contractor”)

WHEREAS:

- A The Client wishes to appoint the Contractor to provide personnel to provide the professional services (“the Services”) detailed in Appendix 1 on the terms and conditions set out in this Agreement
- B The Contractor has accepted the appointment and has agreed to act in accordance with the terms and conditions set out in this Agreement.

1. The Term

Subject to the provisions of clause 18 this agreement will commence and terminate on the dates specified in Appendix 1.

2. The Services

- 2.1 The Contractor will provide the personnel listed in Appendix 1 to provide the Services detailed in Appendix 1.
- 2.2 Such personnel shall remain engaged in the performance of the Services and perform any specific functions on a full or part time basis as may be specified in Appendix 1
- 2.3 The Contractor shall not replace such personnel without the prior approval of the Client provided that such approval shall not be required where such person dies, retires, is dismissed, resigns or is otherwise prevented from carrying out the Services.
- 2.4 The Client shall have the right acting reasonably and after consultation with the Contractor to direct the removal of any of the personnel providing the Services. In such case the Contractor shall provide a replacement person of equal or greater qualification and experience at no extra cost to the client.

3 Duty of Care

The Contractor shall ensure that the personnel provided to perform the Service shall provide the Services using all reasonable skill care and diligence to be expected of a properly qualified professional who has held himself out as competent to perform such services and who is to perform or has performed such services having due regard to the size, scope nature, complexity of the Services

3.2 The Contractor will take all appropriate steps to ensure that its staff and any sub-contractors are not in a position where there is or may be an actual conflict between their financial or personal interests and those of the Client

4. The Fee

- 4.1 In consideration of the performance of the Services by the Contractor the Client shall pay the fee in accordance with Appendix 2.

5. The Location

The Contractor's personnel shall perform the Services at the location(s) detailed in Appendix 1.

6. Timesheets

- 6.1 The Contractor will ensure that he completes a timesheet in respect of each day they provide the Service to the Client.
- 6.2 The Contractor shall submit the timesheets together with an invoice for such period to the Client on a monthly basis.

7. Meetings

The Contractor and the Client will attend meetings as may reasonably be required from time to time in order to discuss aspects of this agreement and the Services.

8. Expenses

The Client shall pay all reasonable expenses properly and necessarily incurred by the Contractor's personnel in the performance of the Services provided that such expenses are detailed on an expense form and identified on the Contractor's invoice in the month following the incurring of the expenses and supported by appropriate receipts. The Contractor will follow the Client policy relative to travel and expenses – see Appendix 3 for the DWP details (May 2016).

9. Corruption

The Consulting Company shall comply at all times with all applicable laws related to bribery, corruption and related matters including, without limitation the laws of England and Wales and shall immediately inform the Company if it becomes aware of any breach of this clause 9.

10. Site Requirements

10.1 The Contractor will ensure that its personnel will at all times comply with security regulations which are in force or which are generally or specifically imposed by the Client from time to time

10.2 The Contractor staff and any sub-contractors will:

10.2.1 fulfil all reasonable requests of the Client and comply with Client requirements for the conduct of personnel when on Client premises.

10.2.2 comply with any Health and Safety measures implemented by the Client and notify the Client immediately in the event of any event occurring on the premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

11. Insurance & Liability

11.1 The Contractor shall maintain with well established insurers of good repute professional indemnity and employee liability insurance with a limit of indemnity of REDACTED in the aggregate. Such insurance shall be maintained for a period of 6 years from completion of the Services.

11.2 The Contractor's liability in respect of breach of contract, breach of statutory duty or negligence or otherwise arising out of or in connection with this Agreement shall be limited to REDACTED in the aggregate provided that nothing in this Agreement shall operate to exclude or limit the Contractor's liability in respect of death or personal injury caused by the Contractor's negligence or its fraud or any other liability which by law cannot be excluded.

11.3 The Contractor will notify the Client as soon as possible if the Contractor becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

12. Copyright & Ownership

12.1 The Contractor hereby grants with full title guarantee to the Client an unconditional, irrevocable, royalty free and non-exclusive license to all data, materials, reports and another other materials ("the Materials") prepared and provided for the Services. Such license shall carry the right to grant sub-licenses on the same terms to third

parties.

- 12.2 The Contractor shall not be liable for any use of the Materials which is not a use for which the Materials were originally prepared and provided.
- 12.3 Ownership in any data, reports, systems, and any other documents ("the Documents") prepared or provided by the Client shall remain in the ownership of the Client and the Contractor shall have a license to use such Documents solely for the performance of the Services.
- 12.4 When requested by the Client, the Contractor shall ensure that its personnel shall return all such Documents to the Client.

13. Confidentiality

- 13.1 The Contractor will maintain as confidential all information obtained under or in connection with this Agreement and will not divulge such information to any person (except to its own employees personnel or subcontractors and then only to those employees personnel or subcontractors who need to know same) without the Client's prior written consent.
- 13.2 clause 13.1 shall not apply to information which was:
- rightfully in the possession of the Contractor prior to the commencement of the negotiations that led to this Agreement;
 - which was already in the public domain or becomes so at a future date (otherwise than as a result of a breach of this clause)

The Contractor will ensure that its personnel are aware of and comply with the requirements of this clause and that the confidentiality provisions of this clause are reflected in contracts with sub-contractors.

13.3 These obligations of confidentiality will survive the expiry or any termination of this agreement.

14. Offers of Employment

- 14.1 The Contractor will not offer employment to any of the Client's employees or contractors either during this Agreement or for a period of six months from the termination or expiry of the Agreement.
- 14.2 The Client will not offer employment to any employees, personnel or subcontractors of the Contractor during this Agreement.
- 14.3 The Client will not accept the services of any Contractors employees, personnel or subcontractor for a period of six months immediately following the termination or expiry of this Agreement except (a) on further assignment from the Contractor or (b) as a permanent recruit in which event a fee of 20% (twenty percent) of his or her initial salary (including bonus) will be payable by the Client to the Contractor at the discretion of the Contractor.

15. Independence

- 15.1 The Contractor is an independent contractor and nothing in this Agreement will render the Contractor an agent or partner of the Client.
- 15.2 Nothing in this Agreement will give rise to any partnership, agency or joint venture and the Contractor may not assert that it is in any way an agent of the Client.

- 15.3 The Contractor is retained or engaged by the Client only for the purposes and to the extent set forth in this Agreement.
- 15.3 The Contractor will be free to dispose of such portion of its time, energy and skill when the Contractor is not obligated under this Agreement in such a manner as Contractor sees fit.

16. Publicity

The Contractor will ensure that its personnel will not publicise or advertise this Agreement or any of the terms of this Agreement without the prior written consent of the Client.

17. HMG Baseline Personnel Security

- 17.1 HMG Baseline Personnel Security Standard is a staff vetting procedure and requires that a number of checks are made on persons who are to be given access to Government Assets (premises, systems, information or data). This is mandatory and applies to all Authority commercial arrangements, where the Contractor and any of Staff require access to Government Assets in the course of their duties.
- 17.2 The Contractor shall be required to undertake pre-recruitment checks prior to commencement of the Contract to verify the four elements outlined below, in respect of each member of

their Staff to be given access to Departmental Assets:

- a) Identity;
- b) Employment History (for a minimum of past three (3) years);
- c) Nationality and Immigration Status;
- d) Criminal Record (unspent convictions only).

Full details of the Contractors obligations are outlined in the document 'HMG Baseline Personnel Security Standard – A guide for Authority Contractors' which can be found on ["Supplying Authority"](#).

18. Termination

- 18.1 This agreement may be terminated by the Client giving one (1) month notice in writing of its intention to terminate to the Contractor. Any reduced notice periods for specific assignments shall be agreed and documented in Appendix 1.
- 18.2 This agreement may be terminated immediately by either party on giving notice in writing to the other, if the other party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order or enters into a voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.
- 18.3 In the event that either party is in breach of this Agreement and such breach is rectifiable, that party will have the opportunity to rectify said breach within 14 days of the occurrence of the breach. If the party in breach fails to rectify the breach within 14 days, the other party will be entitled to terminate this agreement immediately and at no further cost.

18.4 Upon termination of this agreement each party will promptly return to the other all materials, data and other property of the other held by it.

19. Entire Agreement

This Agreement supersedes all prior arrangements, agreements and understandings between the parties. No addition to or modification of any provision of this Agreement will be binding upon the parties unless made by written instrument and signed by an authorised representative of each of the parties.

20. Assignment

Neither party will assign or transfer this Agreement or any of its rights or obligations herein, whether in whole or in part without the prior written consent of the other.

21. Notices

All notices that are required to be given under this agreement will be in writing and will be sent to the address of the appropriate party as set out in this Agreement.

22. Headings

The headings to and numbering of the clauses of this Agreement are for ease of reference only and will not affect the interpretation, application or construction of this Agreement.

23. Law

This Agreement will be governed by and construed in accordance with the Laws of England and Wales. Any dispute which may arise between the parties concerning this Agreement will be determined by the Courts of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. for such purpose.

Signed by and on behalf of **DWP**

By:

Name: **Redacted**
Role Title: Senior Commercial Officer
Client Name: DWP
Signed and Dated: **Redacted** 29th July 2020

Signed by and on behalf of **Figurativ Consulting Limited**

By
Name: **Redacted**
Role Title: Director
Supplier Name: **Figurativ Consulting Limited**
Signed and Dated: **Redacted** 29th July 2020

Appendix 1

The Services

Resource: **Redacted** (see Appendix 2 for details)

Brief Summary of Resource

Redacted

To provide specialist resource to support the DWP Estates Service Delivery Team providing programme delivery and cost assurance of the Jobcentre Front of House rollout programme to assure Health and Safety of staff (as part of the Social Distancing work) on an interim basis.

Commencement Date: 03/08/2020

End Date: 31/03/2021

The Site: **REDACTED**

Term of the Assignment: As provided in Appendix 2

Role Responsibilities – Programme Management and Cost Assurance

Appendix 2

Fees and Payments

Redacted