

## 26. DATA PROTECTION

- 26.1 The Accountable Body and Participating Local Authorities comprising the Joint Committee of the Berkshire Economic Prosperity Board have determined that they are Joint Controllers in relation to the Shared Personal Data, and the Prime Contractor is the Data Processor of the processing activities described in Schedule 10 (Processing Personal Data and Data Subjects). The only processing that the Prime Contractor is authorised to do is listed in Schedule 10 (Processing Personal Data and Data Subjects) by the Accountable Body and may not be determined by the Prime Contractor.
- 26.2 The Prime Contractor shall notify the Accountable Body immediately if it considers that any of the Accountable Body's instructions infringe the Data Protection Legislation.
- 26.3 The Prime Contractor shall provide all reasonable assistance to the Accountable Body in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Accountable Body, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 26.4 The Prime Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 10 (Processing Personal Data and Data Subjects), unless the Prime Contractor is required to do otherwise by Law. If it is so required the Prime Contractor shall promptly notify the Accountable Body before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Accountable Body may reasonably reject (but failure to reject shall not amount to approval by the Accountable Body of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
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- (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Prime Contractor's Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 10 (Processing Personal Data and Data Subjects));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Prime Contractor's Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Prime Contractor's duties under this Clause;
      - (B) are subject to appropriate confidentiality undertakings with the Prime Contractor or any Sub-Processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Accountable Body or as otherwise permitted by this Agreement; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - (d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Accountable Body has been obtained and the following conditions are fulfilled:
    - (i) the Accountable Body or the Prime Contractor has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Legislation) as determined by the Accountable Body;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Prime Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Accountable Body in meeting its obligations); and
    - (iv) the Prime Contractor complies with any reasonable instructions notified to it in advance by the Accountable Body with respect to the processing of the Personal Data;
  - (e) at the written direction of the Accountable Body, delete or return Personal Data (and any copies of it) to the Accountable Body on expiry or early termination of the Agreement
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unless the Prime Contractor is required by Law to retain the Personal Data. Where the Prime Contractor identifies specific matters which may reasonably give rise to a legal claim to the Accountable Body, and Personal Data in respect of that matter would not otherwise be required to be retained by the Prime Contractor by Law, the Accountable Body agrees that copies of the relevant Personal Data may be retained for the requisite limitation period subject to the Prime Contractor making (and confirming to the Accountable Body) arrangements to securely delete or dispose of the Personal Data once the possibility of a legal claim has ended and at that time the deletion and destruction of such Personal Data will then be undertaken.

- 26.5 Subject to Clause 26.6, the Prime Contractor shall notify the Accountable Body immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 26.6 The Prime Contractor's obligation to notify under Clause 26.5 shall include the provision of further information to the Accountable Body in phases, as details become available.
- 26.7 Taking into account the nature of the processing, the Prime Contractor shall provide the Accountable Body with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 26.5 (and insofar as possible within the timescales reasonably required by the Accountable Body) including by promptly providing:
- (a) the Accountable Body with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Accountable Body to enable the Accountable Body to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Accountable Body, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Accountable Body following any Data Loss Event;

- (e) assistance as requested by the Accountable Body with respect to any request from the Information Commissioner's Office, or any consultation by the Accountable Body with the Information Commissioner's Office.
- 26.8 The Prime Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Prime Contractor employs fewer than two hundred and fifty (250) staff, unless:
- (a) the Accountable Body determines that the processing is not occasional;
  - (b) the Accountable Body determines the processing includes special categories of data as referred to in Data Protection Legislation or Personal Data relating to criminal convictions and offences referred to in Data Protection Legislation; and
  - (c) the Accountable Body determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 26.9 The Prime Contractor shall allow for audits of its Data processing activity by the Accountable Body or the Accountable Body's designated auditor.
- 26.10 The Prime Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 26.11 Before allowing any Sub-Processor to process any Personal Data related to this Agreement, the Prime Contractor must:
- (a) notify the Accountable Body in writing of the intended Sub-Processor and processing;
  - (b) obtain the written consent of the Accountable Body;
  - (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 26 such that they apply to the Sub-Processor; and
  - (d) provide the Accountable Body with such information regarding the Sub-Processor as the Accountable Body may reasonably require.
- 26.12 The Prime Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- 26.13 Either party may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 26.14 The parties agree to take account of any guidance issued by the Information Commissioner's Office. Either party may on not less than thirty (30) Working Days' notice to the other party amend

this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 26.15 If the Accountable Body requires the Prime Contractor to share any Personal Data with the Accountable Body that the Prime Contractor is the Controller of, the Parties shall enter into a suitable data sharing agreement to manage the sharing of such Personal Data in accordance with the Data Protection Legislation and any guidance issued by the Information Commissioner's Office

## **27. CONFIDENTIALITY**

- 27.1 Subject to clause 27.2, the parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

- 27.2 Clause 27.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law, provided that clause 25.1 (Freedom of Information) shall apply to any disclosures required under the FOIA or the EIRs;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 27.1;
- (d) by the Accountable Body of any document to which it is a party and which the parties to this Agreement have agreed contains no Commercially Sensitive Information;
- (e) to enable a determination to be made under clause 20 (Dispute resolution);
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (g) by the Accountable Body to any other department, office or agency of the Government;
- (h) by the Accountable Body relating to this Agreement and in respect of which the Prime Contractor has given its prior written consent to disclosure; or
- (i) where either party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office

- 27.3 On or before the Termination Date the Prime Contractor shall ensure that all documents, records, and/or computer records in its possession, custody or control which relate to personal information of the Authorities' employees, rate-payers or Service Users and details of the Services

received (in the case of Service Users), are delivered up to the Accountable Body or securely destroyed, as instructed by the Accountable Body.

## **28. AUDIT**

28.1 During the Term and for the period agreed in the Contract Particulars after the Termination Date, the Accountable Body may conduct or be subject to an audit for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement) and/or the costs of the Prime Contractor (including any Sub-Contractors) at the level of detail agreed in Schedule 3 (Performance Management Framework);
- (b) to review the integrity, confidentiality and security of any data relating to the Accountable Body or any Service Users;
- (c) to review the Prime Contractor's compliance with the DPA, the FOIA and EIRs, in accordance with clause 26 (Data Protection) and clause 25 (Freedom of Information) respectively and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Prime Contractor in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Accountable Body's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 or sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Accountable Body has used its resources; or
- (h) to verify the accuracy and completeness of the Management Reports delivered or required by this Agreement.

28.2 Except where an audit is imposed on the Accountable Body by a regulatory body, the Accountable Body may not conduct an audit under this clause 28 more than twice in any calendar year.

28.3 The Accountable Body shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Prime Contractor or delay the provision of the Services.

28.4 Subject to the Accountable Body's obligations of confidentiality, the Prime Contractor shall, on demand, provide the Accountable Body and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information relevant to the Services that is requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the Prime Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- (c) access to the Prime Contractor's Personnel.

28.5 The Accountable Body shall endeavour to (but is not obliged to) provide at least fifteen (15) days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

28.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Prime Contractor in which case the Prime Contractor shall reimburse the Accountable Body for all the Accountable Body's reasonable costs incurred in the course of the audit.

28.7 If an audit identifies that:

- (a) the Prime Contractor has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Prime Contractor's failure relates to a failure to provide any information to the Accountable Body about the Charges, proposed Charges or the Prime Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information;
- (b) the Accountable Body has overpaid any Charges, the Prime Contractor shall pay to the Accountable Body the amount overpaid within twenty (20) days. The Accountable Body may deduct the relevant amount from the Charges if the Prime Contractor fails to make this payment; and
- (c) the Accountable Body has underpaid any Charges, the Accountable Body shall pay to the Prime Contractor the amount of the under-payment less the cost of audit incurred by the Accountable Body if this was due to a default by the Prime Contractor in relation to invoicing within twenty (20) days.

## **29. INTELLECTUAL PROPERTY**

29.1 In the absence of prior written agreement by the Accountable Body to the contrary, all Intellectual Property created by the Prime Contractor or any employee, agent or Sub-Contractor of the Prime Contractor:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Accountable Body on creation.

- 29.2 The Prime Contractor shall indemnify the Accountable Body against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Accountable Body's acts or omissions.
- 29.3 All Intellectual Property in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material furnished to or made available to the Prime Contractor by the Accountable Body shall remain the property of the Accountable Body.
- 29.4 All Intellectual Property in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material prepared by or for the Prime Contractor as part of the Services or otherwise in relation to the performance of the Contract ("Prime Contractor Materials") shall belong to the Prime Contractor.
- 29.5 The Prime Contractor grants to the Accountable Body (including, for the avoidance of doubt, its employees, agents and sub-contractors) a non-exclusive, royalty free, perpetual, irrevocable licence to use and copy the Prime Contractor Materials for all Accountable Body purposes.

## TERMINATION

### 30. TERMINATION FOR BREACH

- 30.1 The Accountable Body may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Prime Contractor and the Accountable Body reserves the right to repayment of all or part of the Funding without limitation, and where:
- (a) the Prime Contractor is in breach of any material obligation under this Agreement;
  - (b) the Prime Contractor has breached any of its obligations under this Agreement and that breach materially and adversely affects the provision of the Services in accordance with this Agreement, and the Prime Contractor has not remedied that breach within seven (7) Working Days following receipt of notice from the Accountable Body (the **Remediation Notice**) identifying the breach;
  - (c) the Prime Contractor is in Consistent Failure;

- (d) the Prime Contractor is in Catastrophic Failure;
- (e) the Prime Contractor is in an Insolvency Event;
- (f) the Prime Contractor ceases or threatens to cease to carry on business in the United Kingdom;
- (g) if there is a change of control of the Prime Contractor within the meaning of section 1124 of the Corporation Tax Act 2010;
- (h) it falls within any of the provisions of the Procurement Act 2023;
- (i) the Prime Contractor has committed, commits, or attempts to commit in any way a Prohibited Act;
- (j) the Prime Contractor fails to perform its obligations under the Agreement with due diligence;
- (l) any registrations or licences are cancelled by a regulatory body as applicable;
- (m) the Prime Contractor breaches the terms of the Data Protection Legislation;

30.2 The Accountable Body may terminate this Agreement in accordance with the provisions of clause 4.10 (Consents, Prime Contractor's warranty, due diligence and performance guarantees), (Monitoring), clause ~~32~~ and clause ~~33~~ (Prevention of bribery and prohibited acts).

30.3 If this Agreement is terminated by the Accountable Body for cause such termination shall be at no loss or cost to the Accountable Body and the Prime Contractor hereby indemnifies the Accountable Body against any such losses or costs which the Accountable Body may suffer as a result of any such termination for cause.

30.4 The Prime Contractor may terminate this Agreement in the event that the Accountable Body commits a Termination Payment Default by giving thirty (30) days' written notice to the Accountable Body. In the event that the Accountable Body remedies the Termination Payment Default in the thirty (30) day notice period, the Prime Contractor's notice to terminate this Agreement shall be deemed to have been withdrawn.

30.5 This clause shall apply where stated in the Contract Particulars. In the event that the Accountable Body is of the reasonable opinion that there has been a material breach of this Agreement by the Prime Contractor, or the Prime Contractor's performance of its obligations under the Agreement has failed to meet the requirement set out in the Specification, then the Accountable Body may, without prejudice to its rights under this clause 30 or clause 31 (Termination on notice) below, do any of the following:

- (a) make such deduction from the Charges to be paid to the Prime Contractor as the Accountable Body shall reasonably determine to reflect sums paid or sums which would

otherwise be payable in respect of such part or parts of the Services as the Prime Contractor shall have failed to provide or perform adequately;

- (b) without terminating the Agreement, itself provide, or procure the provision of, part or parts of the Services until such time as the Prime Contractor shall have demonstrated to the reasonable satisfaction of the Accountable Body that the Prime Contractor will once more be able to perform such part or parts of the Services in accordance with the Agreement;
- (c) without terminating the Agreement, terminate the Agreement in respect of part or parts of the Services only (whereupon a corresponding reduction to the Charges shall be made) and thereafter itself provide or procure a third party to provide such part or parts of the Services; and/or

30.6 Without prejudice to any other rights the Accountable Body may have, the Accountable Body may charge the Prime Contractor for any cost reasonably incurred by the Accountable Body and any reasonable administration costs incurred in the provision of such part or parts of the relevant Services by the Accountable Body or by a third party to the extent such costs exceed the Charges which would otherwise be payable to the Prime Contractor for such part or parts of the relevant Services and provided that the Accountable Body used its reasonable endeavours to mitigate any additional expenditure in delivering such part or parts of the Services itself, or obtaining replacement provision for such part or parts of the Services from a third party.

### **31. TERMINATION ON NOTICE**

31.1 The Accountable Body shall be entitled to terminate the Agreement or reduce the Services on 30 days' written notice to the Prime Contractor where the Accountable Body's funding for this Service from the Department for Work and Pensions is reduced (including, for the avoidance of doubt, totally withdrawn). For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Prime Contractor in such circumstances.

31.2 Where the Accountable Body exercises its right to terminate the Agreement under clause 31.1, the Prime Contractor shall only be entitled to payment for Services duly rendered up to the date of termination and the Accountable Body shall incur no liability to the Prime Contractor in respect of any other losses whatsoever whether:

- (a) loss of future profits;
- (b) redundancy or Sub-Contractor breakage costs; or
- (c) any other costs whatsoever incurred by the Prime Contractor as a consequence of such termination.

- 31.3 The Parties agree that following the service of a notice of termination, all Funding held by either Party that is not committed at the date of the notice of termination shall be returned by the Party holding the Funding to the entity that provided the Funding within 30 days of the date upon which the termination notice was served.
- 31.4 Where the Prime Contractor voluntarily withdraws from the Services and ceases or intends to cease delivery of the Service prior to the end of its agreed Funding period, it must notify the Accountable Body in writing as soon as reasonably practicable, and in any event no later than 30 days prior to cessation of the Services.
- 31.5 Any such early termination shall constitute a material breach of this Agreement, which will automatically invoke the Accountable Body's right to claim damages under Clause 36.5 from the Prime Contractor, in addition to other remedies, unless:
- (a) The termination is due to circumstances beyond the Prime Contractor's reasonable control such as a Force Majeure event; and
  - (b) The Accountable Body has approved, in writing, an alternative plan or transitional arrangements for the Service's continuation.
- 31.6 Upon notification or discovery that the Prime Contractor has withdrawn, or is at risk of withdrawing, from delivery of the Service, the Accountable Body can require the Prime Contractor, subject to this clause 31, to:
- (a) Submit a Rectification Plan within 10 working days detailing how performance of the Service will continue and meet the Service's requirements;
  - (b) Co-operate with the Accountable Body to identify an alternative Prime Contractor or mechanism to ensure continuity of service;
  - (c) Provide all reasonable assistance to enable an orderly handover or transition of the Service.

## **32. FORCE MAJEURE**

- 32.1 Subject to the remaining provisions of this clause 32, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event, as defined in the **Definitions**.
- 32.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

32.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

32.4 The Prime Contractor cannot claim relief if the Force Majeure Event is one where a reasonable Prime Contractor should have foreseen and provided for the cause in question.

32.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Prime Contractor is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.

32.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

32.7 The Accountable Body may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Prime Contractor if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than ten (10) Working Days.

### **33. PREVENTION OF BRIBERY AND PROHIBITED ACTS**

33.1 The Prime Contractor represents and warrants that neither it, nor to the best of its knowledge any Prime Contractor's Personnel nor its Sub-Contractors, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

33.2 The Prime Contractor and its Sub-Contractors shall not, during the term of this Agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Accountable Body or any of the Accountable Body's employees, consultants, Prime Contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

33.3 The Prime Contractor shall, during the term of this Agreement:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause 33.3(a) and make such records available to the Accountable Body on request.

33.4 The Prime Contractor shall immediately notify the Accountable Body in writing if it becomes aware of any breach of clause 33.1 and/or clause 33.2, or has reason to believe that it has, or any of the Prime Contractor's Personnel or its Sub-Contractors, have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

33.5 If the Prime Contractor makes a notification to the Accountable Body pursuant to clause 33.4, the Prime Contractor shall respond promptly to the Accountable Body's enquiries, co-operate with any investigation, and allow the Accountable Body to audit any books, records and/or any other relevant documentation in accordance with clause 28 (Audit).

33.6 If the Prime Contractor is in Default under clause 33.1 and/or clause 33.2, the Accountable Body may by notice:

- (a) require the Prime Contractor to remove from performance of this Agreement any Prime Contractor's Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate this Agreement.

33.7 Any notice served by the Accountable Body under clause 33.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Accountable Body believes has committed the Prohibited Act and the action that the Accountable Body has elected to take (including, where relevant, the date on which this Agreement shall terminate). The Accountable Body may terminate this Agreement by written notice with immediate effect if the Prime Contractor, Prime Contractor Party or Prime Contractor's Personnel (in all cases whether or not acting with the Prime Contractor's knowledge) breaches clause 33.1.

33.8 Any notice of termination under clause 33.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Accountable Body believes has committed the Prohibited Act; and
- (c) the date on which this Agreement will terminate.

33.9 Despite clause 20 (Dispute resolution), any dispute relating to:

- (a) the interpretation of clause 33; or
- (b) the amount or value of any gift, consideration or commission,

shall be determined by the Accountable Body and its decision shall be final and conclusive.

33.10 Any termination under clause 33.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Accountable Body.

#### **34. ANTI-SLAVERY**

34.1 The Prime Contractor, if required to make a statement under Section 54 of the Modern Slavery Act 2015, shall notify the Accountable Body each time its statement is published.

34.2 The Prime Contractor warrants from the Commencement Date and throughout the Term that to the best of its knowledge no activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business and/or its supply chain.

- 34.3 The Prime Contractor shall procure that none of its Sub-Contractors shall engage in activity which would constitute a breach of this Clause 34.
- 34.4 The Prime Contractor acknowledges that the Accountable Body is subject to the requirements of Section 52 of the Modern Slavery Act 2015 and the Modern Slavery Act 2015 (Duty to Notify) Regulations 2015 and shall assist and co-operate with the Accountable Body (at the Prime Contractor's expense) to enable the Accountable Body to comply with its duties.
- 34.5 If the Prime Contractor becomes aware of or has a reasonable suspicion of a breach of this Clause, it shall immediately notify the Accountable Body.
- 34.6 If the Prime Contractor makes a notification to the Accountable Body pursuant to Clause 34.5 above, the Prime Contractor shall respond promptly to the Accountable Body's enquiries, co-operate with any investigation, and allow the Accountable Body to access the documents which led the Prime Contractor to make the notification.
- 34.7 If the Prime Contractor is in Default under Clauses 34.2 and/or 34.3, the Accountable Body may:
- (a) require the Prime Contractor to remove from performance of this Agreement any of the Prime Contractor's Personnel whose acts or omissions have caused the Default;
  - (b) immediately terminate this Agreement;
  - (c) refer the matter to the Police and/or other relevant agencies, authorities and bodies; and
  - (d) take all or any combination of actions listed at (a), (b) and (c).
- 34.8 If the Prime Contractor is in Default under this Clause, the Accountable Body shall make a notification of that fact to the Secretary of State pursuant to section 52 of the Modern Slavery Act 2015.

### 35. COUNTER-TERRORISM

- 35.1 The Prime Contractor acknowledges that the Accountable Body is subject to the requirements of Section 26 of the Counter Terrorism and Security Act 2015 (the **Prevent Duty**) and shall assist and co-operate with the Accountable Body (at the Prime Contractor's expense) to enable the Accountable Body to comply with its duties in connection therewith.
- 35.2 The Prime Contractor represents and warrants that neither it, nor to the best of its knowledge any Prime Contractor Personnel have at any time prior to the Commencement Date:
- (a) been engaged in any Extremist Activity or been subject to an investigation or prosecution which relates to alleged Extremist Activity;

- (b) disseminated extremist views or been subject to an investigation or prosecution which relates to alleged dissemination of extremist viewpoints;
- (c) allowed its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints.

35.3 The Prime Contractor shall not, and shall procure that none of its Sub-Contractors shall:

- (a) allow its resources, or the resources of the Accountable Body, to the extent that they are available for the Prime Contractor's use, to provide a platform for Extremist Activity or to disseminate extremist viewpoints;
- (b) allow its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints; or
- (c) do or suffer to be done anything which may cause the Accountable Body to be in breach of its obligations under the Prevent Duty.

35.4 The Prime Contractor shall immediately notify the Accountable Body (in writing if appropriate), if it becomes aware of any breach of clauses 35.2 or 35.3 above.

35.5 If the Prime Contractor makes a notification to the Accountable Body pursuant to clause 35.4 above, the Prime Contractor shall respond promptly to the Accountable Body's enquiries, cooperate with any investigation, and allow the Accountable Body to access the documents which led the Prime Contractor to make the notification.

35.6 If the Prime Contractor is in default under Clauses 35.2 and/or 35.3, the Accountable Body may:

- (a) require the Prime Contractor to remove from performance of this Agreement any Prime Contractor Personnel whose acts or omissions have caused the default;
- (b) immediately terminate this Agreement;
- (c) refer the matter to the police and/or other relevant agencies, authorities and bodies; or
- (d) take all or any combination of actions listed at (a), (b), (c).

35.7 If the Accountable Body takes action under clause 35.6 above it may (if appropriate) specify to the Prime Contractor the nature of the breach, the identity of the party who the Accountable Body believes has engaged in the Extremist Activity and the action that the Accountable Body has elected to take (including, where relevant, the date on which this Agreement shall terminate).

## **36. CONSEQUENCES OF TERMINATION**

36.1 On the expiry of the Term or if this Agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Prime Contractor shall

co-operate fully with the Accountable Body to ensure an orderly migration of the Services to the Accountable Body or, at the Accountable Body's request, a Replacement Service Provider.

- 36.2 On termination of this Agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Accountable Body before such completion) the Prime Contractor shall procure that all data and other material belonging to the Accountable Body (and all media of any nature containing information and data belonging to the Accountable Body or relating to the Services), shall be delivered to the Accountable Body forthwith and the Prime Contractor's Authorised Representative shall certify full compliance with this clause. In the event that through any default of the Prime Contractor, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Prime Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Accountable Body in respect of any charge levied for its transmission and any other costs charged in connection with such default.
- 36.3 Without prejudice to the generality of the above, if when the provision of the Services is re-tendered the Accountable Body is of the reasonable opinion that the TUPE Regulations may apply to the new agreement the Accountable Body may request from the Prime Contractor such details relating to the provision of the Services and to the Prime Contractor's staff who would transfer to an incoming provider of the Services and of their terms and conditions of service as the Accountable Body may reasonably require as being necessary for other tenderers to prepare and make an informed bid.
- 36.4 The Prime Contractor shall promptly provide any such information as the Accountable Body may reasonably require to assist in a re-tendering exercise or for the purpose of adequately understanding the manner in which the Services have been provided and shall cooperate with the Accountable Body to ensure continuity of Service provision to the Service Users.
- 36.5 Where the Accountable Body has terminated this Agreement under clause 30.1(a) to (e) (Termination for breach) inclusive:
- (a) the Accountable Body may recover from the Prime Contractor the cost reasonably incurred of making other arrangements for the delivery of replacement services and any additional expenditure incurred by the Accountable Body throughout the remainder of the Term. The Accountable Body shall take all reasonable steps to mitigate such additional expenditure; and
  - (b) no further payments shall be payable by the Accountable Body to the Prime Contractor (for Services supplied by the Prime Contractor prior to termination and in accordance with the Agreement but where the payment has yet to be made by the Accountable Body), until the Accountable Body has established the final cost of making the other arrangements envisaged under this clause 36.

- 36.6 The Prime Contractor shall comply with requests under this Clause as soon as reasonably practicable and in any event within twenty-eight (28) Working Days of being so requested.
- 36.7 Should TUPE apply on re-tendering, the Prime Contractor shall make available its staff for the purposes of meetings and training events with the new provider to facilitate the smooth and efficient handover of the Services.
- 36.8 On the expiry of the Term or termination of this Agreement the Prime Contractor shall:
- (a) pass all enquiries made after termination in relation to the Services, and full details of current and potential Service Users, to the entity and/or person identified by the Accountable Body;
  - (b) cease to use the Accountable Body Assets (including any access keys) and any other software, hardware or equipment supplied to the Prime Contractor by the Accountable Body and return all elements of it (including that held or under the control of any permitted suppliers and/or Sub-Contractors) at its expense and in good working order and condition, including all software, data, hardware and documentation relating to it (until they have been returned or repossessed, the Prime Contractor shall be solely responsible for the safe keeping, supervision, custody and insurance of the Accountable Body Assets);
  - (c) return or at the option of the Accountable Body, destroy, all copies of the manual, stationery, and other products, collateral or materials bearing any of the intellectual property or branding of the Accountable Body and take all such actions as are required by Schedule 8 (Branding Principles).
- 36.9 If the Prime Contractor fails to fulfil its obligations under this clause 36 within a reasonable time, the Accountable Body may, at the expense of the Prime Contractor, immediately and without notice, enter onto the Prime Contractor's premises and take such steps as it thinks fit to fulfil any outstanding obligations.
- 36.10 The provisions of clause **Error! Reference source not found.** (Service Levels), clause 22 (Indemnities), clause 24 (Insurance), clause 25 (Freedom of Information), clause 26 (Data Protection), clause 28 (Audit), clause 29 (Intellectual Property), clause 30 (Termination for Breach) and this clause 36 (Consequences of termination) and clause 42 (Publicity and Branding) shall survive termination or expiry of this Agreement.

## GENERAL PROVISIONS

**37. NON-SOLICITATION**

Neither party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of one (1) year thereafter, solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of this Agreement or any significant part thereof either as principal, agent, employee, independent service provider or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

**38. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Accountable Body to the Prime Contractor in respect of the Services or any omission on the part of the Accountable Body to communicate such prior acceptance or approval shall not relieve the Prime Contractor of its obligations to deliver the Services in accordance with the provisions of this Agreement.

**39. REMEDIES CUMULATIVE**

Subject to the specific limitations set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at Law or in equity by statute or otherwise.

**40. SEVERABILITY**

- 40.1 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.
- 40.2 If any provision, or part-provision, of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**41. PARTNERSHIP OR AGENCY**

41.1 Nothing in this Agreement shall be construed as constituting a partnership or joint venture between the parties or as constituting either party as the agent of the other for any purpose whatsoever or authorising any party to make or enter into any commitments for or on behalf of any other party except as specified by the terms of this Agreement. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**42. THIRD PARTY RIGHTS**

42.1 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

**43. PUBLICITY AND BRANDING**

43.1 The Prime Contractor shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use the Accountable Body's name or brand in any promotion or marketing or announcement of orders,

except as required by Law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Accountable Body, which shall not be unreasonably withheld or delayed.

43.2 The Prime Contractor shall take all reasonable steps to ensure that its servants, employees, agents, Sub-Contractors, suppliers, professional advisors and consultants comply with clause 43.1 above.

43.3 The Prime Contractor shall comply with the branding principles in Schedule 8 (Branding Principles) of the Agreement and as set out in the Specification.

**44. NOTICES**

44.1 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand, post or by the recorded delivery service), or electronic mail (confirmed in either case by letter). Any such notice or communication shall be addressed to the other party in the manner referred to in Clause 44.2. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours in the case of electronic mail, or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.

44.2 For the purposes of Clause 44.1 the address of each party shall be the address stipulated in the Contract Particulars

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

**45. ENTIRE AGREEMENT**

This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

**46. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

**47. COMPLAINTS AND COMPLIMENTS**

47.1 The Prime Contractor must have a process in place to log any complaints or any complimentary feedback received from any Service User or member of the public with regard to the Services provided under this Agreement.

47.2 The Prime Contractor's log shall be in line with the Accountable Body's policy and procedures in place and as updated.

47.3 The Prime Contractor will report the data obtained by the logging process to the Accountable Body by means of a quarterly report or more frequently if requested by the Accountable Body. The data must be sent in accordance with the Accountable Body's policy and procedures in place and as updated.

47.4 All complaints from Service Users should be dealt with and resolved appropriately by the Prime Contractor and any serious complaint that cannot be resolved shall be notified to the Accountable Body as soon as reasonably practicable so that the parties can co-operate and endeavour to satisfy the complainant.

**48. GOVERNING LAW AND JURISDICTION**

48.1 This Agreement 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. 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

48.2 This Agreement has been entered into on the date stated at the beginning of it.

**APPENDIX 1 – GRANT FUNDING AGREEMENT**

PROVIDED AS SEPARATE DOCUMENT IN CONTRACT ZIP FOLDER

## SCHEDULE 1: SPECIFICATION



# DOC 02 - Specification for the Berkshire Connect to Work Programme

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## • Section 1- Overview

### • Introduction

1.1 Wokingham Borough Council (hereinafter called the “Accountable Body”), in respect of the Connect to Work Programme for Berkshire, is leading a procurement for a Prime Contractor to implement the Berkshire Connect to Work programme to residents who are eligible for participation.

4

1.2 On behalf of Berkshire’s six Local Authorities (Wokingham, Reading, West Berkshire, Slough, Windsor and Maidenhead and Bracknell Forest), (hereinafter called the “Berkshire Boroughs”), the Accountable Body is supporting the Government’s mission to drive economic growth and create a more inclusive local economy. This initiative aims to address ‘Hidden Unemployment’ by providing high-quality, locally tailored employment support to disabled people, those with health conditions, and individuals facing complex barriers to work, helping them access and sustain meaningful employment.

5

1.3 The Connect to Work programme will take a collaborative, locally led approach, integrating employment, health, and skills support to maximise opportunities for individuals and communities across Berkshire. The selected contractor will play a key role in delivering this vision, working in partnership with local stakeholders to ensure effective, joined-up support and contribute to the wider ambition of transforming lives and supporting economic growth in the region.

### • Background

1.4 Berkshire is a dynamic and economically significant region comprised of over 960,000 residents across six unitary authorities: West Berkshire, Reading, Wokingham, Slough, Windsor and Maidenhead, and Bracknell Forest. The area is recognised for both its strong economic performance and its diverse workforce needs. Despite the county’s reputation for affluence and overall good health, there are marked variations in health and employment outcomes both between and within these areas. Many pockets of deprivation, poor health, and unemployment remain hidden in headline geographical data, masking the true extent of local inequalities ([Berkshire LSIP Progress Report, June 2024, p. 6](#))

6

1.5 Employment rates across the six Berkshire Boroughs range from 68% to 85%, and economic inactivity due to long-term illness or disability affects between 2% and 4% of working-age residents (16–64 years) ([Plumplot Berkshire, 2025](#)).

7

1.6 Census 2021 data further reveal inequalities in economic inactivity rates by age, sex, ethnicity, qualification level, and former industry. Certain ethnic groups experience significantly higher rates of economic inactivity for health reasons, and face additional barriers to employment, such as language, skills gaps, and integration challenges—a situation compounded in recent years by the arrival of new communities from Ukraine and Hong Kong ([Berkshire LSIP Progress Report, June 2024, pp. 8–9](#)).

8

1.7 These complexities highlight the need for targeted, inclusive employment support in Berkshire.

9

1.8 The [Berkshire Local Skills Improvement Plan \(LSIP\)](#) and the [Berkshire Economic Development Strategy 2024-2035](#), set out a clear vision to shape the future workforce by strengthening collaboration between employers, education providers, and local authorities. The LSIP identifies priority sectors such as health and life sciences, care, construction, logistics, and the screen industries, and highlights a significant disconnect between employer needs and the current education and training offer.

10

1.9 Berkshire’s Connect to Work Programme aligns with Berkshire’s priority of supporting the local economy, equipping residents with skills and access to job opportunities to foster economic resilience and inclusion. The desired outcomes are increased labour market participation among disadvantaged groups, better alignment between skills provision and employer demand, and the creation of sustainable, high-quality jobs which directly supports the objectives of the Berkshire Economic Strategy and the Berkshire LSIP.

## • Requirements

1.10 The Prime Contractor must demonstrate how their proposed delivery model aligns with the aims of Connect to Work and local priorities around work, health, and skills. Solutions should demonstrate integration with existing local services and strategies and support the wider ambition for inclusive economic growth.

11

1.11 Bidders must demonstrate experience in delivering supported employment services aligned with IPS or SEQF frameworks, including examples of past contracts or programmes delivered with fidelity.

12

1.12 The Prime Contractor will be responsible for the end-to-end delivery of Connect to Work services across Berkshire, including:

- i. Triage, ensuring that only eligible participants are enrolled and signposting non eligible participants to alternative provision
- ii. Outreach, engagement, and assessment of eligible Participants
- iii. Provision of high-fidelity Supported Employment, tailored to individual needs

- iv. Coordination with local employers, health, and skills providers
- v. Supporting Participants to access, sustain, and progress in employment
- vi. Data collection and reporting in line with Management Information (MI) requirements set out in the [Grant Guidance](#), including Fidelity Assurance requirements.

13

- 1.13 The Prime Contractor must work in partnership with the Accountable Body, other Berkshire Boroughs, and relevant stakeholders in alignment with locally created delivery plans that should be developed collaboratively by the Prime Contractor with each Borough and reflect local context and needs.

14

- 1.14 The Prime Contractor must adhere to robust governance arrangements, including, but not limited to, safeguarding Participant data, compliance with subsidy control, and all relevant legal and contractual obligations and will participate in regional and national networks to share best practice and continuous improvement.

15

- 1.15 The Prime Contractor will be required to ensure that the following is achieved within agreed 10% tolerances, that:
- Participant volumes are 75% IPS model and 25% [SEQF Model Fidelity](#)
  - 85% of Participants to be out of work and 15% to be in work Participants
  - IPS and SEQF fidelity models must be delivered to both out of work and in work Participants

## • Integration with Local Areas

- 1.16 The Prime Contractor will be required to deliver Connect to Work as an integral part of Berkshire's wider work, health, and skills ecosystem. Integration with existing local services and programmes is essential to maximise the programme's impact, avoid duplication and ensure a seamless Participant experience.

## • Partnership Principles

- 1.17 The Berkshire Connect to Work programme must collaborate with a wide range of partners to fulfil their community leadership role, actively engage with local stakeholders, and ensure the effective commissioning and delivery of integrated services that meet the needs of residents across Berkshire.

16

- 1.18 The Prime Contractor will be expected to develop strong operational and strategic partners with relevant teams within the Boroughs and is expected to actively engage with strategic operational partnership boards.

17

- 1.19 The Prime Contractor will develop partnerships with health and care providers, including but not limited to, Primary Care Networks, Integrated Neighbourhood

Teams, and social prescribers to reach residents with complex needs early and provide wraparound support and share this collaboration with the wider Berkshire integration teams.

18

1.20 The Prime Contractor is to develop a partnership-working, integration, and commissioning strategy to be agreed by the Accountable Body prior to delivery commencing.

19

1.21 The Prime Contractor will leverage mental health services and care agencies to ensure residents with health challenges or care-giving responsibilities receive appropriate accommodations and guidance.

- **Contract duration and implementation**

1.22 The contract for the Berkshire Connect to Work Programme will run for an initial period of three years, commencing on the agreed Go-Live Date. The Accountable Body reserves the right to extend the contract for up to a further 24 months, with a potential maximum contract period of 5 years. Any extension will be subject to performance, funding availability, and ongoing programme requirements. If funding is not extended final participant starts will be as set out in the volume schedule.

- **Eligibility and Suitability**

1.23 The Prime Contractor will be responsible for identifying Berkshire residents who meet the:

- Eligibility criteria (which is a factual assessment);
- Suitability criteria (which requires judgement of the individual's circumstances), for the Connect to Work programme within the criteria, as set out in [Annex 3](#).

1.24 Eligible Participants must be in one of the following groups:

- A disabled person, who has a disability or a long-term health condition, as defined in the Equality Act 2010 or the Social Model of Disability; or
- A specified disadvantaged group, as set out in [Annex 3](#)

1.25 The Prime Contractor cannot extend or amend the Eligibility or Suitability Criteria.

1.26 The Prime Contractor should target the Connect to Work programme at Participants they assess are most likely to benefit from the Supported Employment model of support. Potential Participants must meet both the

Eligibility and Suitability Criteria. Focus should not be on an inclusive basis with a cross section of eligible participants.

- 1.27 The Prime Contractor will confirm whether the Connect to Work programme is the most appropriate support to help them find and/or retain work, such that without the help of the Supported Employment model they would be unlikely to find, maintain or retain work, or signpost them to another provision if better suited to meet the participant`s needs.

## • Participants Volumes and Budget Caps

- 1.28 Specified below, are the anticipated volumes within each Borough per year, by IPS and SEQF, in work and out of work. Though actual volumes across the Boroughs may vary, totals for each Borough must be reached across the duration of the contract. These volumes are minimum participant numbers, if

LA	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Slough	24	65	191	172	40
Reading	32	89	246	223	55
West Berks	18	51	141	130	32
RBWM	12	38	99	90	23
Wokingham	14	39	101	94	22
Bracknell Forest	16	46	124	111	27
<b>Total</b>	<b>116</b>	<b>328</b>	<b>902</b>	<b>820</b>	<b>199</b>

within the yearly budget cap, the Prime

Contractor can deliver more, we would expect them to do so, demonstrating how this is achieved in their tender application. Stated volumes are not guaranteed by the Accountable Body.

KPI	Yr1	Yr2	Yr3	Yr4	Yr5	Totals
<b>Totals</b>	116	328	902	820	199	<b>2,365</b>
<b>IPS</b>	87	248	671	613	155	<b>1,774</b>
<b>SEQF</b>	29	80	231	207	44	<b>591</b>
<b>Out of work</b>	99	279	767	697	0	<b>1,842</b>
<b>In work</b>	17	49	135	123	199	<b>523</b>

- 1.29 The Programme runs in financial years, with Budget Caps for each financial year shown below. To reach participation numbers in year 1 (to 31 Mar 26), we would anticipate referrals being taken at contract commencement ready for Participants being engaged by the agreed Go-Live date. The contract would only be extended beyond year 3 if funding from DWP has been approved and beyond 31 Mar 2030 if further funding is identified.

	Total in year contract Budget Cap
Yr1	£351,334
Yr2	£1,018,693
Yr3	£2,911,164
Yr4	£2,718,687
Yr5	£666,902
<b>Total</b>	<b>£7,666,780</b>

- 1.30 Subject to the contract being extended beyond the 3-year Initial Contract Period, the referral period will run until 30 November 2029. This is to allow the support of Participants to be covered within the funding period, which expires on 31 March 2030. An Employment Specialist will provide up to 12 months support to an out of work Participant and up to 4 months support to an in-work Participant. Therefore, out of work Participants must be enrolled on the programme at the latest by 31 March 2029 and in work Participants must be enrolled on the programme at the latest by 30 November 2029.

- Evaluation of Connect to Work**

- 1.31 The Prime Contractor is required to provide disaggregated participant and outcome data (data detailed below) by each local authority. Where a local

authority requires this data broken down to council ward geography, a list of postcodes within each ward will be provided. This is to enable localised insights and impact assessment. Failure to provide this data within 3 months of it being requested would be subject to a performance improvement plan.

1.32 The evaluation approach outlined below is designed to provide a framework for monitoring effectiveness, informing strategic decisions, and fulfilling both local and national reporting requirements.

1.33 This approach aligns with the Department for Work and Pensions (DWP) Grant Guidance and best practice in supported employment evaluation. **For information, an extract from the Connect to Work Grant Guidance as published on Gov.uk here:**  
<https://www.gov.uk/government/publications/connect-to-work>

The primary purposes of the evaluation are:

- Assess the effectiveness and impact of Connect to Work in supporting disabled people, those with health conditions, and individuals with complex barriers into sustainable employment.
- Enable data-driven decision-making and continuous improvement of delivery models.
- Provide evidence for accountability to funders, stakeholders, and the public. Compare and contrast different delivery models and partnership approaches within Berkshire and with other localities. Contribute to national research and policy development on supported employment.

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1.34 Participants' Data Collection Requirements:

- Demographics: Age, gender, ethnicity, disability/health condition status, postcode (for local analysis), and other relevant protected characteristics.
- Eligibility and Suitability: Details of referral route, assessment outcomes, and suitability for the Supported Employment model.
- Employment History: Previous employment status, duration of unemployment or economic inactivity, prior industry/sector, and benefit status.

1.35 Delivery and Process Data to be provided:

- Service Delivery Activities: Number and type of interventions delivered (e.g., one-to-one support, employer engagement, in-work support).
- Caseloads: Number of Participants per Employment Specialist, frequency, and duration of support sessions.
- Partnership Working: Referrals and joint working with health, care, skills, and community partners; co-location activities; multi-disciplinary meetings attended.

- Referral Pathways: Source and volume of referrals by partner type (excluding Jobcentre Plus as a primary referral route).

#### 1.36 Outcomes Data

- Employment Outcomes: Number and proportion of Participants entering paid employment, job type/sector, contract type, hours, and wage levels.
- Sustainment: Employment retention at 3, 6, and 12-months post-placement.
- Progression: Movement into further training, volunteering, or other positive destinations.
- Soft Outcomes: Improvements in confidence, wellbeing, work readiness, and self-efficacy, measured through Participant self-assessment and validated tools.
- Participant and Stakeholder Satisfaction: Regular surveys and qualitative feedback from Participants, employers, and partner organisations.

1.37 The Accountable Body will require the Prime Contractor to use secure, GDPR-compliant data management systems for the effective collection and storage of Participant and delivery data.

1.38 Data will be submitted weekly for expression of interests (EOIs) and eligibility checks and will be reviewed on a monthly and quarterly basis to ensure:

- Information being supplied is accurate.
- High percentage of participants passing DWP eligibility checks.

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1.39 The Accountable Body will facilitate data sharing agreements with key partners, ensuring that data is used lawfully and ethically for evaluation and research purposes.

1.40 Data and insights will be shared with DWP and national research partners to inform the wider development of supported employment policy and practice and in line with Grant Guidance and national evaluation frameworks.

## • Fidelity Assurance

1.41 In line with the programme's strategic intent as set out in the introduction, the most effective Supported Employment programmes demonstrate fidelity to the five-stage Supported Employment model.

1.42 Connect to Work will therefore be underpinned by a DWP Fidelity Assessment system to ensure the development and consistent delivery of high-quality services.

1.43 The Prime Contractor must deliver the Connect to Work programme based on both [IPS](#) and [SEQF fidelity models](#).

- 1.44 The service should be delivered by Employment Specialists adhering to the Supported Employment fidelity models as detailed in [Annex 7](#): Participant journey and delivery expectations (the fidelity model).
- 1.45 The Prime Contractor will receive an initial Fidelity Assessment from the external Fidelity Assessment provider after month 12 of the Delivery Period. DWP and the Third-Party Fidelity Assessment provider will work with the Accountable Body to determine the schedule for Fidelity Assessments.
- 1.46 As part of mobilisation, the Prime Contractor must provide a statement of readiness, including a self-assessment demonstrating their capability to meet the 'Fair' standard on the Fidelity Framework at programme Go-Live, and evidence of a plan to achieve a 'Good' rating within two to three years.
- 1.47 In preparation for the initial external assessment, the Prime Contractor will first be required to conduct an internal self-assessment. The Prime Contractor will also be required to complete Guided Self-Assessments in between receiving an external assessment. Materials will be provided by the Third-Party Fidelity Assessor.
- 1.48 In order to ensure Fidelity compliance, the Prime Contractor will be required to demonstrate Fidelity assurance as part of their regular monthly meetings and to allow the Accountable Body access to candidate information as part of their auditing responsibilities.
- 1.49 The Prime Contractor will be expected to collaborate with the Accountable Body to meet the Fidelity Assurance requirement and positively engage with self or external assessments and the co-production of action plans for service improvement, which are contract conditions and part of the [Performance and Engagement](#)

- **Section 2 – The Commercial Approach**

- **Overview**

- 2.1 Tenders for the Berkshire Connect to Work Programme are being sought using the Open Procedure under the Light Touch Regime in accordance with the requirements of the Procurement Act 2023.
- 2.2 Guidance about the Tender process is set out in the Instructions for Tendering at Doc 1 of the Tender Pack.
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- 2.3 Tenders are sought with the intention to award a single contract to a Prime Contractor who will be responsible for delivering the services detailed herein. Consideration of the inclusion of Lots has concluded that this will add significant cost to the process and increase the administrative and management burden on the Accountable Body having to manage several contracts with different providers.
- 2.4 The use of Lots has therefore been ruled out. It is anticipated that the Prime Contractor will sub-contract a significant proportion of the service to local providers and will have sole contractual responsibility for these sub-contractors.

- **Commissioning and Procurement**

- 2.5 Due to the range of services within the scope of the specification the Prime Contractor may commission services from third party suppliers including voluntary and community sector providers, as partners in a Consortium or sub-contractors. All sub-contractors will be subject to approval by the Accountable Body.
- 2.6 The Accountable Body will adhere to the Public Procurement Regulations (Procurement Act 2023) and be able to demonstrate compliance to these. Where applicable, the Prime Contractor will be required to adhere to the Act and flow down the provisions of the Act to its partners and/or sub-contractors.
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- 2.7 The Prime Contractor will be expected to adopt a commissioning framework, gatekeeping mechanism and maintain a contract register. Commissioning practice must focus on quality of services and ensure value for money.
- 2.8 Key performance indicators addressing expenditure associated with commissioning will be agreed with the Accountable Body prior to commissioning

## • Consortium Delivery

- 2.9 A consortium approach led by a Prime Contractor, with identified partners delivering specific elements of the service will be considered.
- 2.10 We appreciate that there are many differences across Berkshire and that there are smaller local organisations that could support delivery. We would therefore welcome applications from Prime Contractor who propose a sub-contracting delivery model.
- 2.11 Where sub-contracting is proposed we would require details of proposed sub-contractors and their relevant knowledge, experience, and qualifications to deliver against IPS and SEQF models.
- 2.12 The Accountable Body also expects that the Prime Contractor will demonstrate meaningful engagement and collaboration with key stakeholders, including [Voluntary and Community Sector \(VCS\) organisations](#), [Health and Community partners](#), [Employment Support Organisations](#), [Skills and Employment services](#), [Employer Engagement networks](#), and [Jobcentre Plus](#), throughout the delivery of the programme.

## • Voluntary and Community Sector

- 2.13 The Accountable Body on behalf of the six Berkshire Boroughs expects the Prime Contractor to manage their strategic and operational relationships with the Berkshire wide Voluntary and Community Sector (VCS).
- 2.14 More specifically we expect the Prime Contractor to:
- play an active role in promoting a healthy and engaged voluntary sector that provides good quality services for local people.
  - have a policy/strategy for engagement with the VCS as partners in the development of services, as the voice of clients and service users and as providers of services.
  - ensure that commissioning practice enables the local VCS to compete fairly to be providers of services.
  - adopt a Social Value policy in its procurement policy and practice
  - gather intelligence of VCS locally to inform monitoring and needs analyses and to inform achievement of outcomes.
  - maintain a list of contracts (grants as applicable) to VCS and not for profit organisations.
  - Involve grassroots and local voluntary and community organisations and the like, to leverage local knowledge and trust, building on and maximising partnerships.

- Support peer-led initiatives to foster lived experience groups and feedback mechanisms.
- Provide robust and timely feedback to referral partners.

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2.15 The Prime Contractor will seek to establish effective referral pathways from and to VCS organisations however will prioritise residents' best interests and exit pathways into employment as part of service delivery. This will include (but not be limited to):

- Charities (national and local).
- Carers centres or network groups.
- Faith groups.
- Groups focussing on specific barriers.
- Prisons and offending charities.
- Rehabilitation centres.
- Domestic abuse refugees.

2.16 The Prime Contractor will nominate an officer to work with each Local Authority Integration Lead to be a central point of contact for all matters relating to VCS engagement.

## • **Health and Social Care Services**

2.17 The Prime Contractor will work in partnership and seek to integrate effectively with health and social care providers within Berkshire in the delivery of the scope of services.

2.18 This will include (but not be limited to):

- Integrated Care Boards and Integrated Care Partnerships.
- Mental Health Trusts.
- Primary Care Networks including e.g. GPs, practice nurses, allied health professions, other primary care staff members).
- Community care and other care settings (For example, NHS Talking Therapies, pain clinics, physio and other community care services, psychology, and/or psychotherapy).
- Pharmacies, Social Prescribers, Community Link Workers and Health and Wellbeing coaches.
- Adult social care commissioning teams within Councils.
- Children's services (e.g. vocational, NEET, children in care and care experienced/leaving care teams).
- Specific mechanisms to ensure integration and partnership working with health and social care providers should be defined within the bid including examples of existing best practice. For example, these may include development of referral pathways, co-location etc.