

SCHEDULE 3: Performance Management Framework

1. AUTHORISED REPRESENTATIVES

- 1.1 The Accountable Body's initial Authorised Representative: Karen Yeomans, karen.yeomans@wokingham.gov.uk
- 1.2 The Prime Contractor's initial Authorised Representative: **Becky Brocklehurst**, becky.brocklehurst@thepalladiumgroup.com

2. KEY PERSONNEL

- a. Data Protection Officer – James Hills
- b. Data and Performance Contact – Duncan Edwards
- c. Integration and Partnership Contact – Becky Brocklehurst
- d. Safeguarding and Risk Contact – Duncan Edwards
- e. Contract Manager – Becky Brocklehurst
- f. Social Value Co-ordination Contact – Becky Brocklehurst
- g. Systems Co-ordinator for IT – Duncan Edwards

3. MEETINGS

- 3.1 The Prime Contractor will be required to attend a range of meetings as set out in Annex 6 Performance Management Framework of the Specification. These meetings are; Monthly Performance Reviews, Quarterly Risk Management Assessment and Service Review, Bi-monthly Internal Fidelity Auditing and 6 monthly Fidelity Review. A yearly Performance Review meeting, in addition to this the Prime Contractor is required to meet yearly with each of the Berkshire Boroughs to develop and review a borough focused delivery plan.
- 3.2 Those named as key personnel will be required to attend relevant meetings to support monitoring and evaluation of programme
- 3.3 Meeting frequency are set out below

Monthly performance with	Bi-monthly Fidelity Auditing by AB	Quarterly risk management and service review with	6 monthly Fidelity review with	Yearly service review with each LA	Year-end performance review linked to
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	Programme Manager		Programme Manager	IPS/ SEQF specialist		performance payment
Apr	✓					
May	✓	✓				
Jun	✓		✓			
Jul	✓	✓				
Aug	✓					
Sept	✓	✓	✓	✓		
Oct	✓					
Nov	✓	✓				
Dec	✓		✓			
Jan	✓	✓				
Feb	✓					
Mar	✓	✓	✓	✓	✓	✓

Meetings will cover the following criteria

Monthly performance reviews covering:

- The expressions of interest (EOI's)
- Eligibility of participants
- Programme starts
- Type of support being delivered (SEQF, IPS, in work or out of work etc)
- End of provision, understanding destinations and drop out reasons.
- Breakdown by each Local Authority by ward, gender, sex, age, disability/health condition, main barrier to employment, vocational profile, destination/outcome.

Quarterly risk management assessment and action plan review (to be included in the service review meeting)

If performance is not at the required standard and DWP have moved us to Level 2 or above on the performance curve these meetings will be increased to monthly/ weekly depending on the risk level and outcomes achieved.

Quarterly service review covering:

- Financial monitoring
- Equality and diversity inclusion data
- Case studies and good practice to share with the community
- Quality assurance – results of by monthly auditing
- Complaints, Safeguarding and GDPR reporting
- Management information adherence

IPS and SEQF Fidelity Review

To review and ensure the Prime Contractor is adhering to the fidelity principles and is on track to progressing to good on the fidelity scale.

Yearly service review with each LA

In recognition of the difference demographics and changing economic landscape the Prime contractor will be required to meet with each LA on a yearly basis to help shape the local delivery. This will ensure that each LA can focus employment support with the right cohort, allowing us to be dynamic and react to changes. Any targets agreed at a local level will be within the existing allocation numbers rather than additional. A requirement to provide data and monitoring information will be built into the contract, data will then be shared with each LA to help inform services of the needs of their residents.

Yearly Performance Payment review

To review the progress year to date achievements against the KPI's set out in Annex 9.

Achievement will determine the payment of the performance payment element of the contract.

For the full list of the data requirements please refer to DWP Management Information Note. Annex 8 in the Specification

Ahead of each meeting a report will be required to be submitted at least one week prior to the meeting to allow time for review

SCHEDULE 4: CHANGE CONTROL

1. GENERAL PRINCIPLES

- 1.1 Where the Accountable Body or the Prime Contractor sees a need to change this Agreement, the Accountable Body may at any time request, and the Prime Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 4.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Accountable Body and the Prime Contractor shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Accountable Body and the Prime Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Prime Contractor and the Prime Contractor's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 4, shall be undertaken entirely at the expense and liability of the Prime Contractor.

2. PROCEDURE

- 2.1 Discussion between the Accountable Body and the Prime Contractor concerning a Change shall result in any one of the following:
 - (a) no further action being taken;
 - (b) a request to change this Agreement by the Accountable Body; or
 - (c) a recommendation to change this Agreement by the Prime Contractor.
- 2.2 Where a written request for an amendment is received from the Accountable Body, the Prime Contractor shall, unless otherwise agreed, submit two (2) copies of a Change Control Note signed by the Prime Contractor to the Accountable Body within three (3) weeks of the date of the request.
- 2.3 A recommendation to amend this Agreement by the Prime Contractor shall be submitted directly to the Accountable Body in the form of two (2) copies of a Change Control Note signed by the Prime Contractor at the time of such recommendation. The Accountable Body shall give its response to the Change Control Note within three (3) weeks.

2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this Agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Accountable Body and the Prime Contractor; and
- (k) details of how the costs that would be incurred by the parties if the Change subsequently results in the termination of this Agreement under clause 30.1(g) (Termination for breach) will be apportioned.

2.5 For each Change Control Note submitted by the Prime Contractor the Accountable Body shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) arrange for two (2) copies of the Change Control Note to be signed by or on behalf of the Accountable Body and return one (1) copy to the Prime Contractor; or

(iii) notify the Prime Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Accountable Body and by the Prime Contractor shall constitute an amendment to this Agreement.

2.7 No Change shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Accountable Body and the Prime Contractor.

SCHEDULE 5: EXIT

1. INTRODUCTION

- 1.1 The Prime Contractor is required to ensure the orderly transition of the Services to the Accountable Body or any Replacement Prime Contractor in the event of any termination (including a partial termination) or expiry of this Agreement. This Schedule 5 sets out the principles of the exit and service transition arrangements which are intended to achieve this and upon which the Exit Plan shall be based.
- 1.2 For the avoidance of doubt the Prime Contractor is responsible for the overall management of the exit and the transfer arrangements for the delivery of the Services.

2. EXIT MANAGERS

- 2.1 The Prime Contractor and the Accountable Body shall each appoint an exit manager and shall provide written notification of such appointment to each other on request.
- 2.2 The Prime Contractor's exit manager shall be responsible for ensuring that the Prime Contractor and the Prime Contractor's Personnel comply with this Schedule 5. The Prime Contractor shall ensure that its exit manager has the requisite authority to arrange and procure any resources of the Prime Contractor as are reasonably necessary to enable the Prime Contractor to comply with the requirements set out in this Schedule 5.
- 2.3 The exit managers shall liaise with one another in relation to all issues relevant to termination or expiry and all matters connected with this Schedule 5 and each Party's compliance with it.

3. EXIT PLAN

- 3.1 The Prime Contractor shall, within three (3) months of the Commencement Date, deliver to the Accountable Body the Exit Plan which complies with the requirements of paragraphs 3.2 and 3.3. The parties shall agree the Exit Plan in accordance with the terms of the Agreement and this Schedule 5.
- 3.2 The Exit Plan shall:
 - 3.2.1 address each of the issues set out in this Schedule 5 to facilitate the transition of the delivery of the Services from the Prime Contractor to the Replacement Prime Contractor and/or the Accountable Body and shall ensure that there is no disruption in the delivery of the Services and no deterioration in the quality of the Services;

- 3.2.2 detail how the Services will transfer to the Replacement Prime Contractor and/or the Accountable Body including details of the processes, documentation, data transfer, systems migration and security (where applicable);
- 3.2.3 provide a timetable for handover to any Replacement Prime Contractor and/or the Accountable Body and identify critical issues for carrying out any transfer arrangements and including so far as reasonably practicable any period of parallel running of operations as may reasonably be required to ensure the business continuity of the Accountable Body;
- 3.2.4 set out the management structure to be put in place and employed during the expiry / termination period;
- 3.2.5 set out the respective responsibilities of the parties (to a level of detail consistent with Best Industry Practice);
- 3.2.6 set out details of work volumes and staffing over the preceding twelve (12) months including the numbers and grades of all staff employed in the provision of the Services;
- 3.2.7 provide for the planning and execution of any necessary training of any of the Accountable Body's or the Replacement Prime Contractor's staff at the Prime Contractor's entire cost and which shall be at a level equivalent to the training the Prime Contractor would use to train its own personnel to provide the Services in accordance with this Agreement;
- 3.2.8 differentiate the activities that are to be carried out on early termination and on expiry; and
- 3.2.9 document in an annex to the Exit Plan, in accordance with Best Industry Practice:
 - 3.2.9.1 a list of all Sub-Contracts and third party agreements (including all software licences, equipment leases/rental agreements, maintenance agreements and any other support or service agreements which relate to the provision of the Services) which relate wholly or substantially to the Services and which the parties agree are to be transferred to the Accountable Body or Replacement Prime Contractor (as applicable), together with details of the relevant lessors, licensors and/or contractors and any applicable charges and payment terms, expiry dates and termination provisions contained in such agreements;
 - 3.2.9.2 a list of any property, documentation, data or other items belonging to one party but in the possession of the other together with plans for the return (or, if agreed in writing between the parties, the destruction) of any such property, documentation, data or other items on the expiry or termination of this Agreement;

- 3.2.10 to the extent that such have not been provided as part of the Services, and are available, specifications of any technical and/or administrative interfaces between the Prime Contractor's system and any external systems and/or data sources together with a definition of the responsibilities of the various system owners and records of the past performance of such external systems and/or data sources.
- 3.3 At the request of the Accountable Body the Prime Contractor shall provide such assistance as may be necessary to help the Accountable Body and/or the Replacement Prime Contractor to identify which assets, Sub-Contracts or software licences are required for the continued provision of the Services.
- 3.4 Where the Accountable Body and/or Replacement Prime Contractor requires continued use of any software licences, the Prime Contractor shall procure a non-exclusive, perpetual, royalty free licence (or licence on such other terms that have been agreed with the Accountable Body) for the Accountable Body and/or Replacement Prime Contractor to use such software (with a right of sub-licence or assignment on the same terms).
- 3.5 The Exit Plan shall provide comprehensive proposals for the activities and the associated liaison and assistance that will be required for the successful transfer of the Services.
- 3.6 The Prime Contractor shall comply with all of its obligations contained in the Exit Plan and in accordance with the timetable specified in the agreed Exit Plan.

4. OBLIGATIONS DURING THE INITIAL TERM

- 4.1 Without prejudice to the terms of the Agreement on reasonable notice, the Prime Contractor shall provide, at no additional cost, to the Accountable Body and/or to the Replacement Prime Contractor (subject to the Replacement Prime Contractor entering into reasonable written confidentiality undertakings with the Prime Contractor), all knowledge, materials and information as the Accountable Body shall reasonably require and agrees to answer all reasonable questions in order to facilitate the preparation by the Accountable Body of any invitation to tender and/or to facilitate any potential Replacement Prime Contractor undertaking due diligence (including in relation to the Services, assets, the Service User data, and any Transferring Employees).
- 4.2 The Prime Contractor shall continue to provide the Services (or the relevant part of them) during the expiry / termination notice period in accordance with the Specification and Performance requirements.
- 4.3 From the date twelve (12) months before expiry of the Agreement, or on service, by either party, of any notice of termination (whichever is the earlier), the Prime Contractor

shall not terminate, enter into or vary in any way any Sub-Contract, licenses for the Prime Contractor's software, licences for any third party software or other agreements which are necessary to enable the Accountable Body and/or any Replacement Prime Contractor to perform the Services or the Replacement Services, without the Accountable Body's prior written consent, such consent not to be unreasonably withheld or delayed.

- 4.4 During the expiry / termination period, the Prime Contractor shall, in addition to providing the Services and the Exit Plan, provide to the Accountable Body any reasonable assistance requested by the Accountable Body to allow the Services to continue without interruption and to facilitate the orderly transfer of the Services. The Prime Contractor shall use all reasonable endeavours to reallocate resources to provide these transitional services without additional costs.
- 4.5 The Accountable Body shall, if applicable, at the Prime Contractor's reasonable request, require the Replacement Prime Contractor and any agent or personnel of the Replacement Prime Contractor, to enter into an appropriate confidentiality undertaking with the Prime Contractor.
- 4.6 Within fourteen (14) Working Days of a written request from the Accountable Body at any time during the Initial Term or at any time up until six (6) months after the expiry or termination of this Agreement, provide to the Accountable Body without further charge, and in the format stipulated by the Accountable Body, which may include a generic archive file, a copy of all Accountable Body data retained in accordance with this Agreement. The Accountable Body shall be entitled to transfer and migrate the Accountable Body data onto another system.

5. UPON EXPIRY OR TERMINATION

- 5.1 Upon termination or expiry (as the case may be) of this Agreement:
 - 5.1.1 the Prime Contractor shall cease to use the Accountable Body data or Service User data, and at the direction of the Accountable Body either:
 - 5.1.1.1 provide the Accountable Body or Replacement Prime Contractor with a complete and uncorrupted version of the Accountable Body data and/or Service User data in electronic form or such other format stipulated by the Accountable Body or Replacement Prime Contractor , and a generic archive file for loading onto another system;
 - 5.1.1.2 destroy (including removal from any hard disk) or return (at the Accountable Body's option) all copies of the Accountable Body Data and/or Service User data (save where it is required to be retained or

maintained by law, regulation or any competent judicial, governmental or regulatory authority) and confirm in writing that such destruction has taken place;

- 5.1.2 the Prime Contractor shall erase from any computers, storage devices and storage media that are to be retained by the Prime Contractor any software containing any Intellectual Property owned by the Accountable Body;
- 5.1.3 each Party shall return to the other party all confidential information of the other party and shall certify that it does not retain the other party's confidential information; and
- 5.1.4 except where expressly stated otherwise, any and all licences or authorisations granted by the Accountable Body to the Prime Contractor in relation to the Services shall terminate on the date of expiry or termination (as the case may be).
- 5.2 The Prime Contractor shall, at the Accountable Body's request and with the co-operation of the Accountable Body, procure the novation or assignment to the Accountable Body and/or Replacement Prime Contractor of the third party contracts, licences or other agreements identified pursuant to paragraph 3.2.9.1.
- 5.3 The Prime Contractor shall indemnify the Accountable Body (or the Replacement Prime Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a party to a contract or licence which is assigned or novated to the Accountable Body (or Replacement Prime Contractor) pursuant to paragraph 5.2 in relation to any matters arising prior to the effective date of such assignment or novation.

SCHEDULE 6: TUPE

Part 1. Transfer of employees

1. DEFINITIONS

The definitions in this paragraph apply in this Schedule:

Admission Agreement: means an admission agreement entered into in accordance with Part 3 Schedule 2 of the LGPS 2013 Regulations by the Accountable Body, in its capacity as a scheme employer under the LGPS and the Administering Authority, and the Prime Contractor or a Sub-Contractor and which is in the form set out in the Annex to this Schedule 6.

Appropriate Pension Provision: in respect of:

- (a) Eligible Employees, either:
 - (i) membership, continued membership or continued eligibility for membership of the pension scheme of which they were members, or were eligible to be members, or were in a waiting period to become a member of, prior to the Relevant Transfer; or
 - (ii) pension scheme, which is certified by the Government Actuary's Department (**GAD**) as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members.

Bond: the bond to be executed in the Accountable Body's standard form to the value of [VALUE].

Effective Date: the date(s) on which the Services (or any part of the Services) transfer from the Accountable Body or any Third Party Employer to the Prime Contractor or Sub-Contractor, and a reference to Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Prime Contractor or Sub-Contractor.

Eligible Employees: the Transferring Employees [or employees of Third Party Employers] who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Effective Date.

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:

- (a) the identity and age of the employee; and
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and

- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where [the Employment Act 2002 (Dispute Resolution) Regulations 2004 (SI 2004/752) and/or] a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two (2) years; and
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the Prime Contractor arising out of the employee's employment with the transferor; and
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

Employment Liabilities: all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

LGPS: the Local Government Pension Scheme established pursuant to regulations made in exercise of powers under sections 7 and 12 of the Superannuation Act 1972 (as amended from time to time).

LGPS 2013 Regulations: The Local Government Pension Scheme Regulations 2013 (as amended from time to time).

LGPS Regulations: the LGPS 2013 Regulations and the LGPS Transitional Regulations.

LGPS Transitional Regulations: the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014.

Redundancy Costs: statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Prime Contractor to the Redundant Transferring Employees, but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination.

Redundant Transferring Employees: Transferring Employees whom the Prime Contractor has dismissed following a lawful redundancy within [NUMBER] months of the Effective Date.

Relevant Employees: those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Accountable Body or a Replacement Prime Contractor by virtue of the application of TUPE.

Prime Contractor's Final Staff List: the list of all the Prime Contractor's Personnel [and Sub-Contractor's personnel] engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.

Prime Contractor's Provisional Staff List: the list prepared and updated by the Prime Contractor of all the Prime Contractor's Personnel [and Sub-Contractor's personnel] engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list.

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Prime Contractor or Sub-Contractor to the Accountable Body or any Replacement Prime Contractor.

Staffing Information: in relation to all persons detailed on the Prime Contractor's Provisional Staff List, in an anonymised format, such information as the Accountable Body may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, Prime Contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.

Third Party Employee: employees of Third Party Employers whose contract of employment transfer with effect from the Effective Date to the Prime Contractor or Sub-Contractor by virtue of the application of TUPE [as listed in **Error! Reference source not found.** of this Schedule 6].

Third Party Employer: a service provider engaged by the Accountable Body to provide [some of the] Services to the Accountable Body and whose employees will transfer to the Prime Contractor on the Effective Date.

Transferring Employees: employees of the Accountable Body whose contracts of employment transfer with effect from the Effective Date to the Prime Contractor by virtue of the application of TUPE [as listed in **Error! Reference source not found.** of this Schedule 6].

2. NOT USED

3. EMPLOYMENT EXIT PROVISIONS

- 3.1 This Agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (**Subsequent Transfer**). If a Subsequent Transfer is a Relevant Transfer then the Accountable Body or Replacement Prime Contractor will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 3.2 The Prime Contractor shall [and shall procure that any Sub-Contractor shall] on receiving notice of termination of this Agreement or otherwise, on request from the Accountable Body and at such times as required by TUPE, provide in respect of any person engaged or employed by the Prime Contractor or any Sub-Contractor in the provision of the Services, the Prime Contractor's Provisional Staff List and the Staffing Information together with any additional information required by the Accountable Body, including information as to the application of TUPE to the employees. The Prime Contractor shall notify the Accountable Body of any material changes to this information as and when they occur.
- 3.3 At least twenty-eight (28) days prior to the Service Transfer Date, the Prime Contractor shall [and shall procure that any Sub-Contractor shall] prepare and provide to the Accountable Body and/or, at the direction of the Accountable Body, to the Replacement Prime Contractor, the Prime Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Prime Contractor's Final Staff List shall identify which of the Prime Contractor's Personnel [and Sub-Contractor's personnel] named are Relevant Employees.
- 3.4 The Accountable Body shall be permitted to use and disclose the Prime Contractor's Provisional Staff List, the Prime Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Prime Contractor for any services that are substantially the same type of services as the Services (or any part thereof).
- 3.5 The Prime Contractor warrants to the Accountable Body [and the Replacement Prime Contractor] that the Prime Contractor's Provisional Staff List, the Prime Contractor's Final Staff List and the Staffing Information (**TUPE Information**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Prime Contractor's Final Staff List.
- 3.6 The Prime Contractor shall [and shall procure that any Sub-Contractor shall] ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.

- 3.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the [six (6)] months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Accountable Body's prior written consent, unless such changes are required by Law. The Prime Contractor shall and shall procure that any Sub-Contractor shall supply to the Accountable Body full particulars of such proposed changes and the Accountable Body shall be afforded reasonable time to consider them.
- 3.8 The Prime Contractor shall indemnify and keep indemnified in full the Accountable Body [and at the Accountable Body's request each and every Replacement Prime Contractor] against all Employment Liabilities relating to:
- (a) any person who is or has been employed or engaged by the Prime Contractor or any Sub-Contractor in connection with the provision of any of the Services; or
 - (b) any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Prime Contractor and/or any Sub-Contractor),

arising from or connected with any failure by the Prime Contractor and/or any Sub-Contractor to comply with any legal obligation, whether under Regulation 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

- 3.9 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 3.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraph **Error! Reference source not found.** to paragraph **Error! Reference source not found.** (inclusive), to the extent necessary to ensure that any Replacement Prime Contractor r shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Prime Contractor by the Prime Contractor or the Accountable Body in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 3.11 Despite paragraph **Error! Reference source not found.**, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

4. NOT USED.

SCHEDULE 7: COMMERCIALLY SENSITIVE INFORMATION

(Information Considered to be exempt from Freedom of Information requests)

- 1.1 Any information supplied, which the Prime Contractor considers may be potentially exempt from disclosure under the Freedom of Information Act **MUST** be set out in this Section.
- 1.2 Any information not contained in this section will be subject to disclosure without any prior consultation.
- 1.3 The information considered to be exempt must be referred to in the table below; this could be a whole section of the documentation provided, a clause or paragraph in the documentation provided.
- 1.4 The Prime Contractor should set out in this section of the Tender documents to be returned, that information which it considers to be exempt from disclosure, the reason for non-disclosure, the exemption that might be applicable and the time period for which this information should be considered to be exempt.
- 1.5 The Prime Contractor acknowledges nevertheless that any information contained within this document is indicative only and the Council may nevertheless be required to disclose such information under the FOIA or the EIRA. The Prime Contractor should also include in this section the name and contact details of a link person who will be able to handle Freedom of Information requests.

Name of Contact: Caroline Bostock

Telephone Number: 07985310480

Email: Caroline.bostock@thepalladiumgroup.com

Exempted Information	Reason for exemption	Exemption to be applied	Time period for exemption
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<p>Price Schedule</p>	<p>The Schedule includes detailed pricing structures, cost breakdowns, and financial modelling. Disclosure would:</p> <ul style="list-style-type: none"> • Prejudice our competitive position in future procurements • Undermine fair competition by revealing proprietary pricing strategies • Harm commercial interests of both our organisation and partners. 	<p>Full Price Schedule</p>	<p>The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes</p>
<p>Method Statement 1: Delivery Model</p>	<p>Our delivery model, technical solution, and customer journey mapping represent intellectual property developed through significant investment. Disclosure would:</p> <ul style="list-style-type: none"> • Enable third parties to replicate our approach without consent • Reduce incentives for innovation • Compromise service quality 	<p>1.1-1.4</p>	<p>The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes</p>
<p>Method Statement 2: Staff Experience, Qualifications and Training</p>	<p>Information on staff qualifications, training, and deployment plans is confidential. Disclosure would:</p>	<p>2.1-2.3</p>	<p>The information remains sensitive for the duration of the contract</p>

	<ul style="list-style-type: none"> • Exposes internal HR strategies • Yield competitive advantage • Increase risk of targeted poaching and operational disruption. 		and 3 years post-award, after which commercial risk diminishes
Method Statement 3: Mobilisation	<p>Risk management frameworks and compliance processes include security measures and contingency planning. Disclosure would:</p> <ul style="list-style-type: none"> • Compromise service integrity and increase vulnerability • Undermine contractual obligations for safeguarding and data protection 	3.1-3.3	The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes
Method Statement 4: Performance	<p>The information we have provided on performance management shows details of service commitments related to:</p> <ul style="list-style-type: none"> • Efficiency, reliability, delivery times • Quality standards and internal approach to fidelity • Specifics on processes, resource allocation, 	4.1-4.3	The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes

	<p>personnel capabilities, or technologies used</p> <p>Competitors could use this information for competitive edge.</p>		
<p>Method Statement 5: IT Systems and Data Management</p>	<p>The information we have provided shows details related to:</p> <ul style="list-style-type: none"> IT software Approach to data security and management Processing of customer records <p>If this information is in the public domain, there are increased risks of system vulnerabilities, competitor advantage and compromised business continuity plans.</p>	<p>MS5</p>	<p>The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes</p>
<p>Method Statement 6: Social Value</p>	<p>The information we have provided shows details of service commitments related to:</p> <ul style="list-style-type: none"> Delivery offer forming part of the overall tender evaluation 	<p>MS6</p>	<p>The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes</p>

	<ul style="list-style-type: none"> • Named businesses and local programmes • Specifics on processes, resource allocation, personnel capabilities, or technologies used <p>Competitors could use this information for competitive edge.</p>		
<p>Ways into Work Unaudited Financial Statements Y/E 2024</p>	<p>Unaudited accounts not yet in the public domain could compromise reputation and stakeholder confidence.</p>	<p>All content</p>	<p>The information remains sensitive for the duration of the contract and 3 years post-award, after which commercial risk diminishes</p>

SCHEDULE 8: BRANDING GUIDANCE

The Connect to Work is a work programme in England and Wales to help disabled people, those with health conditions and people with complex barriers to employment, to find sustainable work.

1. The Prime Contractor shall adhere to the guidance set out in this Schedule and as otherwise agreed in writing with the Accountable Body.
2. The design of the branding shall be provided when requested by the Prime Contractor. Any joint branding shall be required to be signed off by the Accountable Body.
3. The Prime Contractor is not permitted to create and/or use any sub-branding.
4. These branding principles will be reviewed as part of the mainstream review process enshrined in this Agreement. The Accountable Body reserves the right to withdraw its branding from the Prime Contractor at any time.
5. On expiry or termination of this Agreement, the Prime Contractor shall:
 - (a) immediately cease to use any branding or marketing materials of the Accountable Body in the provision of the Services (or any other services unless otherwise agreed in writing between the respective parties);
 - (b) cease to use any collateral or items containing branding which refers to the Accountable Body pursuant to this Agreement in the provision of the Services (or any other services) unless otherwise agreed in writing between the respective parties;
 - (c) at all times act in a manner which is consistent with Good Industry Practice and does not cause harm to the reputation of the Accountable Body;
 - (d) not do or permit anything to be done which may infer or indicate any connection, authorisation or relationship with the Accountable Body in the provision of any services by the Prime Contractor (unless otherwise agreed in writing between the respective parties).
6. The branding to be used for the Connect to Work Programme in each of the Berkshire Boroughs will be required on all communications, and will be deployed across all collateral including digital presence for all Connect to Work Services publications Connect to Work Services publications
7. Full details of imagery and branding guidelines will be provided by the Accountable Body when required by the Prime Contractor. Approval of use of branding on any collateral will be required from the Accountable Body's communications team prior to publication. The

Prime Contractor will therefore need to request imagery and branding in good time, prior to publication of materials.

8. In some instances, it will be appropriate to use specific wording to show how services are being delivered. Eg. *For Connect to Work: Working in partnership with.*
9. The Accountable Body gives consent to DWP to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Accountable Body's initial Delivery Plan or any monitoring reports submitted to DWP
10. The Prime Contractor therefore, with the Accountable Body's agreement, will comply with all reasonable requests from DWP to facilitate visits, provide reports, statistics, photographs and case studies that will assist DWP in its promotional and fundraising activities relating to the Funded Activities.
11. DWP consents to the Accountable Body and the Berkshire Boroughs carrying out any reasonable publicity about the Grant and the Funded Activities as required.
12. DWP requires that any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must comply with the DWP Branding Guidance. If the Prime Contractor or Berkshire Boroughs wish to use assets within the Branding Guidance, the Accountable Body must seek permission from DWP for the first use of such assets by the Prime Contractor or Berkshire Boroughs (as applicable).
13. In using any National Branding assets and materials, the Accountable Body is required to comply with any additional guidelines issued by DWP.

SCHEDULE 9: PARENT COMPANY GUARANTEE

THE PARENT COMPANY GUARANTEE WILL NOT BE REQUIRED AT THE OUTSET. THE TEMPLATE BELOW WILL REMAIN IN THE CONTRACT, IN CASE A PARENT COMPANY GUARANTEE BECOMES A REQUIREMENT DURING THE COURSE OF THE CONTRACT.

DATED

PARENT COMPANY GUARANTEE

between

Guarantor

and

Wokingham Borough Council

CONTENTS

CLAUSE

1.	INTERPRETATION	233
2.	GUARANTEE AND INDEMNITY	234
3.	ACCOUNTABLE BODY PROTECTIONS.....	235
4.	ADDENDUM OR VARIATION TO THE AGREEMENT.....	236
5.	PAYMENT	237
6.	COSTS.....	237
7.	CONDITIONAL DISCHARGE	238
8.	REPRESENTATIONS AND WARRANTIES	238
9.	GENERAL	239
10.	GOVERNING LAW	241
11.	JURISDICTION.....	241

This deed is dated the _____ day of _____ 20[]

Parties

- (1) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Guarantor**)
- (2) **WOKINGHAM BOROUGH COUNCIL** at Shute End, Wokingham, Berkshire RG40 1BN (**Accountable Body**)

BACKGROUND

- (A) By an agreement dated [[DATE] **OR** on or about the date of this guarantee] (**Agreement**) the Accountable Body agreed to engage [INSERT NAME] (**Prime Contractor**) to provide [INSERT DETAILS OF SERVICES TO BE PROVIDED] as set out in the Agreement and upon the terms and conditions contained in the Agreement.
- (B) [It is a condition of the Agreement that the Prime Contractor procures the execution and delivery to the Accountable Body of a parent company guarantee substantially in the form of this guarantee.]
- (C) The Guarantor has agreed to guarantee the due performance of the Agreement by the Prime Contractor and provide an indemnity to the Accountable Body on the following terms and conditions:-

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this guarantee.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010 and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Guaranteed Obligations: has the meaning given in clause 2.1(a) (*Guarantee*).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause headings shall not affect the interpretation of this guarantee.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to **writing** or **written** excludes email.
- 1.7 A reference to **this guarantee** or to any other agreement or document is a reference to this guarantee or such other guarantee or document, in each case as varied from time to time.
- 1.8 References to clauses are to the clauses of this guarantee.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Guarantee and indemnity

- 2.1 The Guarantor:
 - (a) guarantees to the Accountable Body and its successors, transferees and assignees the due and punctual performance of all of the Prime Contractor's present and future obligations under and in connection with the Agreement if and when they become due and performable in accordance with the terms of the Agreement (**Guaranteed Obligations**);
 - (b) shall pay to the Accountable Body from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) which have become payable by the Prime Contractor to the Accountable Body under the Agreement but which has not been paid at the time the demand is made; and
 - (c) shall, if the Prime Contractor fails to perform in full and on time any of its obligations, duties and undertakings under the Agreement

immediately on demand perform or procure performance of the same at its own cost and expenses.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1(a) and clause 2.1(c) agrees to indemnify and keep indemnified the Accountable Body in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the Accountable Body arising out of, or in connection with:

- (a) any failure by the Prime Contractor to perform or discharge the Guaranteed Obligations; or
- (b) any of the Guaranteed Obligations being or becoming totally or partially unenforceable by reason of illegality, capacity, lack or exceeding of powers, ineffectiveness of execution or any other matter,

but the Guarantor's liability under this clause 2.2 shall be no greater than the Prime Contractor's liability under the Agreement was (or would have been, had the relevant obligation been fully enforceable).

3. Accountable Body protections

3.1 **Continuing guarantee.** This guarantee is and shall, at all times, be a continuing security until the Guaranteed Obligations have been satisfied or performed in full, and is not revocable, and is in addition to, and not in substitution for, and shall not merge with any other right, remedy, guarantee or security which the Accountable Body may at any time hold for the performance of such obligations, and may be enforced without first having recourse to any such security.

3.2 **Preservation of Guarantor's liability.** The Guarantor's liability under this guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (a) any arrangement made between the Prime Contractor and the Accountable Body;
- (b) any alteration in the obligations undertaken by the Prime Contractor whether by way of any addendum or variation referred to in clause 4 (*Addendum or variation to the agreement*) or otherwise;
- (c) any waiver or forbearance by the Accountable Body whether as to payment, time, performance or otherwise;
- (d) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Prime Contractor or any other person;

- (e) any unenforceability, illegality or invalidity of any of the provisions of the Agreement or any of the Prime Contractor's obligations under the Agreement, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity;
- (f) any legal limitation, disability, incapacity or other circumstances relating to the Prime Contractor, or any other person; or
- (g) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation or the appointment of an administrator or receiver of the Prime Contractor or any other person.

3.3 **Immediate demand.** The Guarantor waives any right it may have to require the Accountable Body (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this guarantee.

3.4 **Deferral of rights.** Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, the Guarantor shall not, as a result of this guarantee or any payment performance under this guarantee:

- (a) be subrogated to any right or security of the Accountable Body;
- (b) claim or prove in competition with the Accountable Body against the Prime Contractor or any other person; or
- (c) demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity, and

any sums received by the Guarantor in breach of this clause 3.4 (*Deferral of rights*) shall be held by the Guarantor in trust for and shall be promptly paid to the Accountable Body.

3.5 **Guarantee additional to all other security.** This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by the Accountable Body from time to time in respect of the discharge and performance of the Guaranteed Obligations by the Prime Contractor.

4. **Addendum or variation to the Agreement**

The Guarantor authorises the Prime Contractor and the Accountable Body to make any addendum or variation to the Agreement, the due and punctual performance of which addendum and variation shall, subject to the terms of

this guarantee and, amongst other things, be guaranteed by the Guarantor in accordance with the terms of this guarantee.

5. Payment

5.1 All sums payable by the guarantor under this guarantee shall be paid in full to the Accountable Body in Pound Sterling (£):

- (a) without any set-off, condition or counterclaim whatsoever; and
- (b) free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.

5.2 If any deductions or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

5.3 The Guarantor shall promptly deliver or procure delivery to the Accountable Body of all receipts issued to it evidencing each deduction or withholding which it has made.

5.4 The Guarantor shall not and may not direct the application by the Accountable Body of any sums received by the Accountable Body from the Guarantor under any of the terms in this guarantee.

5.5 The Guarantor shall pay interest on any sum due under this guarantee, calculated as follows:

- (a) **Rate.** 4% a year above the Bank of England's base rate from time to time, but at 4% for any period when that base rate is below 0%.
- (b) **Period.** From when the overdue sum became due, until it is repaid.

5.6 The Accountable Body shall not be entitled to recover any amount in respect of interest under both this guarantee and any arrangements entered into between the Prime Contractor and the Accountable Body in respect of any failure by the Prime Contractor to make any payment in respect of the Guaranteed Obligations.

6. Costs

6.1 The Guarantor shall, on a full indemnity basis pay to the Accountable Body on demand the amount of all costs and expenses (including legal and out-of-

pocket expenses and any VAT on those costs and expenses) which the Accountable Body incurs in connection with:

- (a) the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt to do so; and
- (b) any discharge or release of this guarantee.

6.2 Each party shall pay its own costs in connection with the negotiation, preparation and execution of this guarantee, and all documents ancillary to it.

7. Conditional discharge

7.1 Any release, discharge or settlement between the Guarantor and the Accountable Body in relation to this guarantee shall be conditional on no right, security, disposition or payment to the Accountable Body by the Guarantor, the Prime Contractor or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

7.2 If any such right, security, disposition or payment as referred to in clause 7.1 (*Conditional discharge*) is avoided, set aside or ordered to be refunded, the Accountable Body shall be entitled subsequently to enforce this guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

8. Representations and warranties

8.1 The Guarantor represents and warrants to the Accountable Body:

- (a) that it is duly incorporated with limited liability and validly existing under the laws of England;
- (b) that it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
- (c) that it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
- (d) that it has been duly authorised to enter into this guarantee;
- (e) that it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;
- (f) that this guarantee when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;

- (g) that all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained;
- (h) its entry into and performance of its obligations under this guarantee will not constitute any breach of or default under any contractual, government or public obligation binding on it; and
- (i) it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this guarantee and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

9. General

9.1 Confidentiality

- (a) Each party undertakes that it shall not at any time during this guarantee, disclose to any person any confidential information concerning the business, affairs, Accountable Body, clients or Prime Contractors or the other party, except as permitted by clause 9.1(b) (*Permitted disclosure*).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights of carrying out its obligations under or in connection with this guarantee. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.1 (*Confidentiality*); and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this guarantee.

9.2 **Announcements.** No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this guarantee, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or any court or other authority of competent jurisdiction.

9.3 **Assignment.** The Accountable Body shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

9.4 **Further assurance.** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this guarantee.

9.5 **Variation.** No variation of this guarantee shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 **Notices**

- (a) Any notice or other communication given to a party under or in connection with this guarantee shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address; or
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) This clause 9.4 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (d) A notice give under this guarantee is not valid if sent by email.

9.7 **Entire agreement**

- (a) This guarantee constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this guarantee. Each party agrees that it shall have no claim for innocent or negligent

misrepresentation or negligent misstatement based on any statement in this guarantee.

9.8 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this guarantee 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.

9.9 **Severance**

(a) If any provision or part-provision of this guarantee is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this guarantee.

(b) If any provision or part-provision of this guarantee is deemed deleted under clause 9.9(a) (*Deemed deletion*) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.10 **Third party rights**

(a) Unless it expressly states otherwise, this guarantee does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this guarantee.

(b) The rights of the parties to rescind or vary this guarantee are not subject to the consent of any other person.

9.11 **Counterparts.** This guarantee may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

10. **Governing law**

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

11. **Jurisdiction**

11.1 Each party irrevocably agrees, for the sole benefit of the Accountable Body that, subject as provided below, the courts of England and Wales shall have

exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this guarantee or its subject matter or formation. Nothing in this clause shall limit the right of the Accountable Body to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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

Executed as deed by [NAME OF **Guarantor**] acting by
[NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] [SIGNATURE OF FIRST DIRECTOR]
Director
.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

OR

Executed as deed by [NAME OF **Guarantor**] acting by
[NAME OF DIRECTOR] a director, in the presence of: [SIGNATURE OF DIRECTOR] OF
..... [DIRECTOR]
[SIGNATURE OF WITNESS] Director
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

The Common Seal of **Wokingham Borough Council**
was hereto affixed in the presence of:

.....
Authorised Signatory

SCHEDULE 10: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Prime Contractor shall comply with any further written instructions with respect to processing by the Accountable Body.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The data is required to ensure that the individual enrolling on the Connect to Work programme is eligible in line with the terms and conditions of the DWP Funding Agreement.. Data is also required to track the participant’s progress in the programme and to pay the Prime Contractor for the achieved outcomes.
Duration of the processing	<i>During the specified contract dates January 2026 – December 2031 (subject to extension)</i>
Nature and purposes of the processing	The information will be submitted from the Prime Contractor via the Department for Work and Pension’s PRaP system. The Accountable Body will draw down the data that the Prime Contractor provides and store this data and any evidence of achieving outcomes securely in a locked Sharepoint folder which are accessible only by named personnel with responsibilities on the programme
Type of Personal Data	Includes: name, address, date of birth, gender, contact details: telephone number/email address, unique ID NI
Categories of Data Subject	Includes: Staff (including volunteers, agents, and temporary workers), participants, suppliers,

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The SharePoint files will be deleted after 7 years by the Accountable Body's Information Technology team with a confirmation email being held on file.</p>
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Schedule 11 – Mandatory Policies

Contractors to Accountable Body are obliged to adhere to the following Policies in so far as they relate to contracts between the Prime Contractor and the Accountable Body and should ensure that they have suitable equivalent policies in place, to protect the interests of the Accountable Body in delivering the Contract.

1. Whistleblowing Policy
2. Anti-Money-Laundering Policy
3. Anti-bribery Policy
4. Anti-Fraud and Anti-Corruption Policy
5. Equality, Diversity and Inclusion Policy - [Equality, Diversity and Inclusion](#)
6. Safeguarding Children and Vulnerable Adults
7. IS IT Security Policy
8. Complaints Policy

Copies of these Policies are available on request.