

Terms and Conditions of Contract for

Connect to Work

This agreement is dated [insert at award]

PARTIES

1. Norfolk County Council of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (“Customer”)

and

1. xxxxxxxx incorporated and registered in xxxxxxxx with company number xxxxxx whose registered office is at xxxxxxxxxx (“Supplier”) [insert at award]

BACKGROUND

1. The Supplier submitted a Tender Response Document on Friday, July 25, 2025 (reference: NCCT41397) in response to the Customer's Invitation to Tender issued on Tuesday, June 24, 2025 advertised on Find a Tender Service (reference:)
2. The Parties have agreed that the Supplier shall provide the Customer with the Services set out in the Customer’s Specification in relation to Connect to Work on the terms and conditions set out in this agreement.
3. This Agreement shall commence on Wednesday, October 1, 2025 and shall continue until Saturday, March 30, 2030 unless extended or terminated in accordance with the provisions of this Agreement.

**IT IS AGREED THAT:**

This Agreement with the following attached documents will together form the Terms and Conditions of Contract:

Schedule 1 - Specification

Schedule 2 - Performance Monitoring and KPIs

Schedule 3 - The Council’s Policy Statements

Schedule 4 - Payment Schedule

Schedule 5 - Tender Response Document

Schedule 6 - Copy Contract Award Letter and any other relevant correspondence

Schedule 7 – Not used

Schedule 8 - Not used

Schedule 9 - Tupe and Pensions Schedule

Schedule 10 – Data Processing Schedule

Schedule 11 – Exit Plan

**IN WITNESS** of which this Agreement has been duly executed by the Parties on the date set out at the beginning.

**SIGNED ON BEHALF OF**

**[insert at award] by**

…………………………… …………………………………. ………………………………….

Authorised Signatory Name (Please Print) Title

…………………………… …………………………………. ………………………………….

Authorised Signatory Name (Please Print) Title

**SIGNED ON BEHALF OF**

**Norfolk County Council of County Hall, Martineau Lane, Norwich NR1 2DH by**

…………………………… …………………………………. ………………………………….

Authorised Signatory Name (Please Print) Title

…………………………… …………………………………. ………………………………….

Authorised Signatory Name (Please Print) Title

**Contents**

[1 Interpretation 5](#_Toc201668992)

[2 Basis of Agreement 9](#_Toc201668993)

[3 Supply of Services 10](#_Toc201668994)

[4 Term 10](#_Toc201668995)

[5 Charges, Payment and Recovery of Sums Due 11](#_Toc201668996)

[6 Staff 12](#_Toc201668997)

[7 Assignment 13](#_Toc201668998)

[8 Modern Slavery 13](#_Toc201668999)

[9 Intellectual Property Rights 13](#_Toc201669000)

[10 Governance and Records 15](#_Toc201669001)

[11 Confidentiality, Transparency and Publicity 15](#_Toc201669002)

[12 Freedom of Information 16](#_Toc201669003)

[13 Protection of Personal Data and Security of Data 17](#_Toc201669004)

[14 Liability 21](#_Toc201669005)

[15 Malicious Software 22](#_Toc201669006)

[16 Force Majeure 22](#_Toc201669007)

[17 Termination 22](#_Toc201669008)

[18 Compliance 24](#_Toc201669009)

[19 Prevention of Fraud and Corruption 24](#_Toc201669010)

[20 Dispute Resolution 25](#_Toc201669011)

[21 General 25](#_Toc201669012)

[22 Notices 27](#_Toc201669013)

[23 Governing Law and Jurisdiction 27](#_Toc201669014)

[SCHEDULE 1 – SPECIFICATION 28](#_Toc201669015)

[SCHEDULE 2 – PERFORMANCE MONITORING AND KPIS 29](#_Toc201669016)

[SCHEDULE 3 – THE COUNCIL’S POLICY STATEMENTS 34](#_Toc201669017)

[SCHEDULE 4 – PAYMENT SCHEDULE 35](#_Toc201669018)

[SCHEDULE 5 – TENDER RESPONSE DOCUMENT 36](#_Toc201669019)

[SCHEDULE 6 – COPY CONTRACT AWARD LETTER AND ANY OTHER RELEVANT CORRESPONDENCE 37](#_Toc201669020)

[SCHEDULE 9 – TUPE AND PENSIONS SCHEDULE 38](#_Toc201669021)

[SCHEDULE 10 – DATA PROCESSING SCHEDULE 41](#_Toc201669022)

[SCHEDULE 11 – EXIT PLAN 43](#_Toc201669023)

1. Interpretation
   1. In these terms and conditions:

|  |  |
| --- | --- |
| “Agreement” | means the contract between (i) the Customer and (ii) the Supplier constituted by the Customer’s issue of a Purchase Order on the basis of the Supplier’s submitted and includes these terms and conditions together with all schedules. |
| “Charges” | means the charges for the Services as specified in the Supplier’s Tender Response Document and as are set out in Schedule 4; |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means Norfolk County Council; |
| “Data Controller” | shall have the meaning as defined in the Data Protection Legislation; |
| “Data Processor” | shall have the meaning as defined in the Data Protection Legislation; |
| “Data Protection Legislation” | means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (“DPA 2018”); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data; |
| “Data Subject” | shall have the meaning as defined in the Data Protection Legislation; |
| “Expiry Date” | means the date for expiry of the Agreement as set out in 1.5; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Invitation to Tender” | means the invitation published on 24 June 2025 inviting suppliers to tender for the Services. |
| “Malicious Software” | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them; |
| “Personal Data” | means personal data (as defined in the Data Protection Legislation) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order” | means the Customer’s official request to purchase the Services from the Supplier |
| “Purchase Order Number” or “PO Number” | means the Customer’s unique number relating to the supply of the Services; |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply); |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement; |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Invitation to Tender and as set out in Schedule 1 |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time; |
| “Supplier” | means the person named as Supplier in the Purchase Order; |
| “Tender Response Document” | the Supplier’s response to the Customer’s Invitation to Tender. |
| “Term” | means the period from the start date of the Agreement set out in 1.5 to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement; |
| “UK GDPR” | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
     1. references to numbered clauses are references to the relevant clause in these terms and conditions.
     2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done.
     3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement.
     4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
     5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
  2. The charges for the Services shall be as set out in the Supplier’s response to the Invitation to Tender.
  3. The specification of the Services to be supplied is as set out in the Invitation to Tender.
  4. The Term shall commence on Wednesday, October 1, 2025 and the Expiry Date shall be Saturday, March 30, 2030 as described in the Invitation to Tender, unless extended in accordance with Clause 4 of this Agreement.
  5. Services to be performed at particular premises shall be performed at the location specified in the Invitation to Tender.
  6. Not used.
  7. The addresses for notices of the Parties are:

**Customer**

Norfolk County Council

County Hall

Martineau lane

Norwich

NR1 2DH

**Supplier**

xxxxxxxx

xxxxxxxxxx [insert at award]

* 1. The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “Relevant Conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Services.
  2. Payment
     1. All invoices must be sent, quoting a valid Purchase Order Number, to [invoices@norfolk.gov.uk](mailto:invoices@norfolk.gov.uk). You must be in receipt of a valid PO Number before submitting an invoice.
     2. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

1. Basis of Agreement
   1. The Purchase Order constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of this Agreement including the schedules.
   2. The Customer’s offer comprised in the Purchase Order shall be deemed to be accepted by the Supplier unless rejected by the Supplier in writing within 7 days of the date of the Purchase Order.
2. Supply of Services
   1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
   2. In supplying the Services, the Supplier shall:
      1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions.
      2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade.
      3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement.
      4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
      5. comply with all applicable laws and Customer policy statements as set out in schedule 3; and
      6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
      7. Meet or exceed the KPIs as set out in Schedule
   3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

The Supplier shall comply with its obligations contained in Schedule 9 (TUPE)

1. Term
   1. The Agreement shall take effect on the date specified in 1.5 and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
   2. The Customer may extend the Agreement for a period of up to 24 months by giving not less than 3 months’ notice in writing to the Supplier prior to the Expiry Date, except where other notice and/or extension periods are agreed by the Customer at the outset of the contract. The terms and conditions of the Agreement shall apply throughout any such extended period.
2. Charges, Payment and Recovery of Sums Due
   1. The Charges for the Services to be supplied shall be as set out in the Supplier’s response to the Invitation to Tender and/or as set out in Schedule 4 to this Agreement and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services.
   2. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
   3. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
   4. Following supply of the Services the Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
   5. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. For Services the Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
   6. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.5 after a reasonable time has passed.
   7. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
   8. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
   9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
3. Staff
   1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
      1. refuse admission to the relevant person(s) to the Customer’s premises.
      2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
      3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
     1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures.
     2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
     3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

1. Assignment
   1. The Supplier shall not without the written consent of the Customer assign, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, novation or disposal.
   2. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
2. Modern Slavery
   1. In performing its obligations under the Agreement, the Supplier shall:
      1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, the Employment Relations Act 1999 (Blacklists) Regulations 2010 and any other wage-related and tax related legislation; and
      2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
      3. Comply with the Customer’s policy on ethical supply chains as found on the Customer’s website.
   2. The Supplier shall permit the Customer and its third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 8, to have access to and take copies of the Supplier’s records and any other information and to meet with the Supplier’s personnel to audit the Supplier’s compliance with its obligations under this Clause 8.
   3. Breach of this Clause 8 shall be a material breach of the Agreement.
3. Intellectual Property Rights
   1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
   2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
   3. The Supplier hereby grants the Customer:
      1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
      2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
         * 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
           2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

1. Governance and Records
   1. The Supplier shall:
      1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
      2. submit progress reports to the Customer at the times and in the format specified by the Customer.
   2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
   1. Subject to clause 11.2, each Party shall:
      1. treat all Confidential Information it receives as confidential; safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
      2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
   2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
      1. where disclosure is required by applicable law or by a court of competent jurisdiction.
      2. to its auditors or for the purposes of regulatory requirements.
      3. on a confidential basis, to its professional advisers.
      4. to the Serious Fraud Office where the 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;
      5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
      6. where the receiving Party is the Customer:
         * 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer.
           2. on a confidential basis to any other body to which the Customer transfers or proposes to transfer all or any part of its business.
           3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
           4. in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
  2. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

1. Freedom of Information
   1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004.
      2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt.
      3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
      4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
   2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
   3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
2. Protection of Personal Data and Security of Data
   1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
   2. Where Personal Data is being processed under this Agreement by the Supplier acting as Data Processor then sub-clauses 13.3 to 13.7 inclusive of this Clause 13 and Schedule 1 to this Agreement shall apply. Sub-clause 13.9 shall apply regardless of whether the Supplier is acting as Data Processor or Data Controller.
   3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. The specification and/or Schedule 1 of this Agreement set out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
   4. Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
   5. Without prejudice to the generality of clause 13.1, the Supplier shall, in relation to any Personal Data processed under this Agreement:
      1. process that Personal Data only on the written instructions of the Customer;
      2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
      3. The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
         * 1. the pseudonymisation and encryption of personal data;
           2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
           3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
           4. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
      4. ensure that all Staff who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
      5. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
         * 1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
           2. the Data Subject has enforceable rights and effective legal remedies;
           3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
           4. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
      6. at its own expense, enable the Customer to respond to any request from a Data Subject and assist the Customer in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
      7. notify the Customer immediately on becoming aware of a Personal Data breach or infringement of the Data Protection Legislation or this clause 13. In particular, the Supplier shall:
         * 1. describe the incident, the nature of the breach and the circumstances in clear and plain language;
           2. communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
           3. describe the likely consequences of the personal data breach;
           4. describe the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;
           5. if it is aware that detail described in clauses 13.5.5(a) - 13.5.5(d) is or is likely to be known in phases, it shall inform the Customer and give a timescale for each stage;
           6. not consider the matter reported unless the Supplier receives an acknowledgement from the Customer;
           7. provide such other information and assistance (including in any containment and investigation), and in such timescales, as the Customer may require or direct from time to time;
      8. at the written direction of the Customer, delete Personal Data and copies thereof or return them to the Customer on termination of the Agreement unless required by law to store the Personal Data; and
      9. maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Customer or the Customer's auditor;
      10. tell the Customer immediately if it is asked to do something infringing Data Protection Legislation or other data protection law(s);
      11. assist the Customer with its obligations as Data Controller as directed from time to time.
   6. The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under this Agreement without its express written consent. The Supplier confirms that it has entered or (as the case may be) will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause as between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.6.
   7. The Parties may, at any time on not less than 30 days’ notice, revise this clause 16 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 replaced by attachment to this Agreement).
   8. Where the Customer is required to put remedial or other actions or safeguards into place as a result of a supervisory authority’s or regulator’s direction or decision, the Supplier shall assist and cooperate with the Customer at no further expense to make any changes, modifications or to take any action as may be directed (including within any timescale provided) from time to time.
   9. The Supplier shall indemnify the Customer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Customer may suffer or incur as a result of or in connection with any loss of data or any breach of this clause 13 occurring in the course of the performance of the Service to the extent that any such loss is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
3. Liability
   1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
   2. Subject always to clauses 14.3 and 14.4:
      1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the aggregate sum of five million pounds (£5,000,000.00); and
      2. except in the case of claims arising under clauses 9.4, 13.9 and 19.3, in no event shall the Supplier be liable to the Customer for any:
         * 1. loss of profits;
           2. loss of business;
           3. loss of revenue;
           4. loss of or damage to goodwill;
           5. loss of savings (whether anticipated or otherwise); and/or
           6. any indirect, special or consequential loss or damage.
   3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
      1. death or personal injury caused by its negligence or that of its Staff;
      2. fraud or fraudulent misrepresentation by it or that of its Staff; or
      3. any other matter which, by law, may not be excluded or limited.
   4. The Supplier’s liability under the indemnity in clause 9.4, 13.9, schedule 9 TUPE19.3 shall be unlimited.
4. Malicious Software
   1. If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
   2. Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 15.1 shall be borne by the parties as follows:
      1. by the Supplier where the Malicious Software originates from the Software supplied by the Supplier or the Customer’s data (whilst the Customer’s data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Customer prior to the supply of the Software; and
      2. by the Customer if the Malicious Software originates from the Customer Software or the Customer’s data (whilst the Customer’s data was under the control of the Customer).
5. Force Majeure
   1. Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.
6. Termination
   1. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
      1. (without prejudice to clause 17.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
      2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
      3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
      4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
      5. breaches any of the provisions of clauses 6.2, 11, 12, 13 and 18;
      6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2.6) in consequence of debt in any jurisdiction; or
      7. fails to comply with legal obligations in the fields of environmental, social or labour law.
   2. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.2.4 or any potential such change of control.
   3. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
   4. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6, 8, 10.2, 11, 12, 13, 14, 17.6, 18.4, 19.3, 20 and 21.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
   5. Upon termination or expiry of the Agreement, the Supplier shall:
      1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
      2. return all requested documents, information and data (including Personal Data) to the Customer as soon as reasonably practicable and in such a format requested by the Customer.
7. Compliance
   1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
   2. The Supplier shall:
      1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
      2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
   3. The Supplier shall:
      1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
      2. take all reasonable steps to secure the observance of clause 18.3.1 by all Staff.
   4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
   5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.
8. Prevention of Fraud and Corruption
   1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
   2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
   3. If the Supplier or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Customer the Customer may:
      1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
      2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
9. Dispute Resolution
   1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
   2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
   3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
10. General
    1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
    2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
    3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
    4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
    5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
    6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
    7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
    8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
11. Notices
    1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, e-mail to the address of the relevant Party set out in clause 1, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
    2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
    3. Notices under clauses 16 (Force Majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.
12. Governing Law and Jurisdiction
    1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE 1 – SPECIFICATION

[To be inserted at Contract Award]

SCHEDULE 2 – PERFORMANCE MONITORING AND KPIS

1 Introduction

Section 52 of the Procurement Act 2023 (The Act) requires a minimum of three KPIs to be in place for public contracts with an estimated value of more than £5m.

This guide is designed to provide an overview of the process for the Supplier and the Client’s Team, detailing the KPI process and marking guide.

2 Supplier Key Performance Indicators (KPIs)

* 1. Monitoring

The KPIs will be used to provide an ongoing review of the Supplier’s performance over the course of the Agreement . There are levels of required performance identified through the KPIs and this guide to the implementation of the KPIs identifies methods of managing Suppliers whose scores are assessed as ‘Requires Improvement’ or ‘Inadequate’.

Each KPI assessment will be undertaken between the Supplier and the Customer’s Contract Manager.

Formal recording of KPIs will be undertaken at the following stages:

* Quarterly face-to-face meetings and site audits
* Annual face-to-face meeting and site audits

Customers can monitor, record and review Supplier KPIs informally and continuously. Notwithstanding this, the formal capture takes place at the project points above. The Supplier will meet with the Customer’s Contract Manager on a quarterly basis to review performance and undertake a KPI review.

Should, at any time, an individual or set of KPI scores highlight potential issues, then the Supplier may be called in by the Customer’s Contract Manager to collaboratively discuss concerns and improvements required.

* 1. Marking

Overview

The KPIs have been chosen to review performance against the following three metrics which are considered by the Customer to be critical success factors for projects.

* + 1. Quality
    2. Sustainability
    3. Resilience

Formal recording of KPIs will be undertaken at the following stages:

* + - * Quarterly
      * Annual overview and assessment

Customers can monitor, record and review Supplier KPIs informally and continuously. Notwithstanding this the formal capture takes place at the project points above.

For the purposes of reporting KPIs in line with the requirements of The Act, where multiple assessments have been undertaken within a 12-month period, the latest assessment will be used for publication.

Should this publication identify performance that requires improvement or is inadequate, republication will be made if subsequent KPI assessments show an improvement.

Marking Methodology

Each of the KPIs will be assessed in accordance with the following ratings as set out in regulation 39(5) of the Procurement Regulations 2024:

| **Rating** | **Description** |
| --- | --- |
| Good | Performance is meeting or exceeding the KPI |
| Approaching target | Performance is close to meeting the KPI |
| Requires improvement | Performance is below the KPI |
| Inadequate | Performance is significantly below the KPI |
| Other | Performance cannot be described as good, approaching target, requires improvement or inadequate |

Final designation for publication

The Customer is required to publish a single KPI rating, this will be calculated as an average of all KPI assessments over a 12-month period.

Supplier KPI Scoring Matrices in Appendix A provides a score for each rating. The scores achieved for each KPI, at each assessment period (quarter 1,2, 3 and annual), will be tallied to give a total annual score. The final rating for publication will be linked to the scores as follows:

|  |  |
| --- | --- |
| Total KPI score | Rating |
| 40 to 48 | Good |
| 28 to 36 | Approaching Target |
| 13 to 24 | Requires Improvement |
| 12 or less | Inadequate |

Each KPI has its own set of marking matrices (Appendix A) which demonstrate the evaluation system to be implemented.

* 1. Reporting

Section 71 of the Procurement Act requires the publication of performance against KPIs, at least once in every 12-month period.

Publication of performance will be undertaken through a contract performance notice and will be assessed in accordance with the criteria set out in the rating in section 2.2 and the Appendix A of this guide.

* 1. Consequences of Non-Performance

If, at any of the formal reviews, the Supplier receives a KPI score of either:

1. Requires Improvement; or
2. Inadequate;

The Client’s Contract Manager shall

* notify the Supplier of the KPI scores and reasons for them; and
* notify the Supplier of the area for improvement; and
* require the Supplier to provide within a specified period of time (or if not specified a reasonable period of time) a plan to improve the Area for Improvement (“PIP” ( Performance Improvement Plan)); or (at the Client’s discretion)
* provide the Supplier with a PIP addressing the area for improvement.

The PIP shall address the Supplier’s internal personnel, processes and policies, which impact upon the area(s) for improvement and shall set out changes to be made to such internal personnel, processes and policies, which are designed to address the area(s) for improvement and any other actions identified by the Supplier or the Customer in the PIP. The execution of a PIP shall be in two stages:

1. PIP Stage 1 - execution by the Supplier of the changes identified as required; and
2. PIP Stage 2 - a re-measurement by the Customer prior to the next formal review meeting of the KPIs which were identified as an area for improvement.

Upon receipt by the Client of a PIP from the Supplier or upon receipt by the Supplier of the Customer’s PIP, the Supplier shall, at no cost to the Customer;

* 1. take all steps necessary (including but not limited to deploying alternative or additional resource) to execute PIP Stage 1 in order to attempt to address, improve and/or prevent the reoccurrence of the area for improvement; and
  2. carry out any other actions identified in the PIP in accordance with the terms specified therein.

If the Supplier fails to comply with the PIP (PIP Stage 1) by the earlier of:

1. the time period specified in the PIP; or
2. the next formal review meeting.

or if the Supplier executes PIP Stage 1 but at PIP Stage 2 (at the next formal review meeting) the area for Improvement has not been improved (to be assessed in the next KPI review), then without prejudice to the Customer’s other rights or remedies under the Contract, the Client may either:

1. Accept the service failure and amend the Scope so the failure does not have to be corrected or.
2. The Customer shall assess the cost of the Customer having the service failure corrected by other people and the Supplier pays this amount or;
3. This shall be a substantial failure to comply with the Contract and the Client may terminate in accordance with clause 17.1 and its sub clauses of the Agreement.

**APPENDIX A** - **SUPPLIER KPI SCORING MATRICES**

|  |  |  |  |
| --- | --- | --- | --- |
|  | MEASURES | DATA FORMAT | DATA SOURCE |
| 1 | Quality | Quantitive | At least 50% of total ‘Out of Work’ programme starts to achieve first earnings |
| 2 | Sustainability | Quantitive | At least 40% of total ‘Out of Work’ programme starts to achieve a Lower Threshold Job Outcome |
|  |  | Quantitive | At least 29% of total ‘Out of Work’ programme starts to achieve a Higher Threshold Job Outcome |
| 3 | Resilience | Quantitive | At least 80% of total ‘In-Work’ Retention Support Participants to achieve a Higher Threshold Job Outcome |

SCHEDULE 3 – THE COUNCIL’S POLICY STATEMENTS

**DEVOLUTION PRIORITY PROGRAMME.**

Norfolk County Council has joined the government's Devolution Priority Programme.

This process has the potential to lead to the establishment of a county combined authority for Norfolk and Suffolk, with strategic powers, headed by an elected mayor.

Government has also invited participation by Norfolk in Local Government Review. This process has the potential to lead to unitary local government in Norfolk. One of these changes could happen without the other. The contract may be assigned or novated to any successor authority(ies) to Norfolk County Council or to any joint body incorporating or formed by any such successor. The County Council or a successor authority or joint body may order services on behalf of other local authorities serving any area within Norfolk's current geographical boundaries.

**SAFEGUARDING**

[**https://norfolklscp.org.uk/**](https://norfolklscp.org.uk/)

**https://www.norfolksafeguardingadultsboard.info/**

SCHEDULE 4 – PAYMENT SCHEDULE

1. Subject to the Supplier fulfilling its obligations under the Agreement and in consideration of the Supplier properly performing the Services, the Customer shall pay to the Supplier the Charges in accordance with this Schedule 4, which shall be exhaustive of any amounts due to the Supplier in respect of its provision of the Services and performance of its obligations under this Agreement..

2. The Council shall pay the Charges set out below:

**Funding Profile**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **2025/26** | **2026/27** | **2027/28** | **2028/29** | **2029/30** | **Total** |
| **North Norfolk** |  | £68,664 | £163,913 | £198,455 | £168,091 | £6,976 | £606,100 |
| **Breckland** |  | £176,565 | £408,648 | £497,469 | £420,221 | £13,797 | £1,516,700 |
| **Broadland & SN** | | £143,868 | £326,314 | £398,686 | £336,172 | £10,060 | £1,215,100 |
| **KL & WN** |  | £176,565 | £408,648 | £497,469 | £420,221 | £13,797 | £1,516,700 |
| **Great Yarmouth** | | £212,532 | £490,227 | £597,141 | £504,264 | £17,037 | £1,821,200 |
| **Norwich** |  | £248,499 | £571,805 | £696,813 | £588,307 | £23,177 | £2,128,600 |

*(Providers expenditure does not need to match the value of the indicated payment profile above as the profiled payments indicated are a fixed amount based on available funding.*

3. Payment for each Lot will be paid Monthly on profile, with the expectation that the first payment will be in October 2025.

SCHEDULE 5 – TENDER RESPONSE DOCUMENT

[To be inserted at Contract Award]

SCHEDULE 6 – COPY CONTRACT AWARD LETTER AND ANY OTHER RELEVANT CORRESPONDENCE

[To be inserted at Contract Award]

SCHEDULE 9 – TUPE AND PENSIONS SCHEDULE

9.1 The following definitions shall apply to this Schedule ( other definitions are as set out in the terms of conditions of this Agreement: -

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
| Relevant Transfer” | means a relevant transfer for the purposes of the Regulations; |
|  |  |
|  |  |

**9.2**  **TUPE**

9.2.1 The Parties agree that the provisions of the Regulations may apply for time to time including on the Commencement Date, at the end of the Agremement and when cases are transferred from one provider to another provider.

9.2.2 The Parties agree that, where the identity of a Supplier of any of the Services is changed (including at the end of the term of the Agreement), the change may constitute a Relevant Transfer.

9.2.3 On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the Regulations and the Directive in respect of any Transferring Employees.

**9.3 Not used**

**9.4**  **Indemnities**

9.4.1 The Supplier shall be liable to the Customer for all reasonably foreseeable and mitigated losses, costs, actions, fines, penalties, awards, liabilities and expenses in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Supplier.

9.4.2 The Supplier shall indemnify and hold harmless the Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees arising from or connected with any failure by the Supplier to comply with any legal obligation to such trade union, staff associated or other employee representative under the Regulations or the Directive.

9.4.3  The Supplier shall indemnify and hold harmless the Customer from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Supplier in respect of all or any of the Transferring Employees) arising from or connected with any failure by the Supplier to comply with any legal obligation to such trade union, staff associated or other employee representative under the Regulations or the Directive

9.4.4 The Council shall not be liable under this **Schedule 9** in the event that-:

* any information provided for the purpose of the Regulations transpires to be inaccurate.
* at the end of the Agreement, if the Provider does not secure a further contract with the Council.

9.5 **TUPE Compliance on Termination**

9.5.1 Within two weeks from a request by the Customer, the Supplier shall fully and accurately disclose to the Customer any and all information in relation to all persons engaged in providing the Service including:

* a list in electronic format of each employee employed by the Supplier in the provision of the Service including each employee’s start date;
* a list of agency workers, agents and independent providers engaged by the Supplier in the provision of the Service;
* the total payroll bill (i.e. total taxable pay and allowances including employer’s contributions to pension schemes) of each employee included in the list; and
* the terms and conditions of employment of each Transferring Employee; their age and identity; the information that must be included in the employee's written statement of employment particulars under s.1 of the Employment Rights Act 1996; information on any disciplinary procedure taken in relation to the employee or grievance procedure taken by the employee and any potential claim against the transferee arising out of the employee's employment with the transferor; information about any collective agreements that will have effect after the transfer in relation to the Transferring Employee.

9.5.2 During the twelve (12) months prior to the end of Agreement, the Supplier shall not without the prior written consent of the Customer unless bona fide in the ordinary course of business:

* vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Service;
* materially increase or decrease the number of employees employed in connection with the Service;
* increase the remuneration of employees;
* assign or re-deploy any employee employed in connection with the Service to
* other duties unconnected with the Service; or
* otherwise improve terms and conditions of employment of any of its employees without economic justification towards the Expiry Date with a view to discouraging other potential bidders.

9.5.3 The Supplier shall share with the Replacement Provider, Staff training records, the identification of the Customer and shall have a joint handover session with the Replacement Provider.

SCHEDULE 10 – DATA PROCESSING SCHEDULE

**Annex to Schedule 14**

|  |  |
| --- | --- |
|  |  |
|  |  |
| **Purpose of Processing** | The Proactive Intervention Offer is a commissioned offer to support the delivery of the Proactive Intervention Model. Norfolk County Council will share existing data from our LAS system with the provider so that they are able to contact the individuals and discuss and agree interventions to meet their outcomes. The provider will use their own means of tracking outcomes and Norfolk County Council will be given anonymised data for us to determine the impact of the offer. This will ensure individual outcomes are met and that we can learn from the what the offer achieves. |
| **Categories of Data Subject** | Adults, vulnerable adults |
| **Categories of Personal Data** | That necessary to enable a care and support service to be undertaken. This will include appropriate service users data- for example, forename, surname, address, data of birth, NHS number, power of attorney and next of kin, carers information, social worker information, equal opportunities monitoring details of their social and physical assessed needs and how they like to be supported. Financial information. Medical information.  This may be subject to change dependent on the awarded contract as this will determine in more detail the delivery model and what elements of personal data are required to enable this. |
| **Legal Basis for Sharing Personal Data** | This is a non statutory service that supports the delivery of the prevention agenda. |
| **Method of processing** | Will involve collecting, storing, updating and using personal data only for as long as relevant and necessary. Data is received and sent to the Commissioners and other partners via secure methods.  Details of these methods will be agreed with the awarded provider. |
| **Recipients’ use of the information** | As appropriate to deliver most effective interventions to support their outcomes. |
| **Period Information will be retained for** | For the Contract Period as identified in the contract. |
| **Location where Information will be held** | UK |
| **Destruction of Information** | As set out in data protection clause of the Contract. The Provider will be required to either; return, dispose of or destroy all Personal Data in a secure manner in accordance with the Contract. |

SCHEDULE 11 – EXIT PLAN

The Parties shall comply with the following provisions:

**1. General Assistance**

The Supplier shall provide reasonable assistance to the Customer, its service providers and any service users during the migration process, such assistance to be provided at the Supplier’s sole expense.

**2. General Data**

In respect of all of the Personal Data and Customer Data held by it, the Supplier shall transfer to the Customer, or a third party nominated by the Customer, all such Personal Data and Customer Data. Such transfer shall be made in an industry standard format as agreed between the parties (acting reasonably) at such dates and times as the Customer may require including (without limitation) on a staggered basis in advance of the actual date of termination or expiry including for testing purposes. The Supplier shall subsequent to the expiry or termination of this Agreement remove all Customer Data and Personal Data from its systems and those of members of its group, save as required by Law or any competent authority.

**3. Disputes**

Any disputes between the parties arising in relation to the operation of the Exit Plan shall immediately be referred to the dispute resolution process in Clause 20.