

**Dated**

**2025**

**Draft 2: 06 June 2025**

**Castles & Coasts Housing Association Limited**

**and**

**[SUPPLIER]**

**Digital Transformation Services Agreement**

muckle<sup>LLP</sup>

Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF

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## Parties

- (1) Castles & Coasts Housing Association Limited, a community benefit society with registration number 7617 of 5 Paternoster Row, Carlisle, Cumbria, CA3 8TT (**Association**); and
- (2) [FULL COMPANY NAME] incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**).

## Background

- (A) On [DATE], the Association advertised on the UK central digital platform (reference 013012-2025), inviting prospective suppliers to submit proposals for the provision of the Services (as defined below).
- (B) On the basis of the Supplier's response to the advertisement and subsequent tender process, the Association selected the Supplier to provide the Services (as defined below) and the Supplier is willing and able to provide such services in accordance with the terms of this Agreement and its tender response.
- (C) Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined below) on the terms and conditions of this Agreement.

## It is agreed

### 1. Definitions and Interpretation

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

#### 1.1 Definitions

##### **Association Assets**

any materials, plant or equipment owned or held by the Association and provided by the Association to the Supplier for use in providing the Services, as identified in 0.

<b>Association Premises</b>	the buildings and premises specified in 0, or as otherwise agreed between the parties in accordance with the Change Control Procedure.
<b>Authorised Representatives</b>	the persons respectively designated as such by the Association and the Supplier, the first such persons being set out in Schedule 4.
<b>Change</b>	any change to this Agreement including to any of the Services.
<b>Change Control Request</b>	the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure, in the form set out in 0.
<b>Change Control Procedure</b>	the procedure for changing this Agreement, as set out in 0.
<b>Change in Law</b>	any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.
<b>Charges</b>	the charges which shall become due and payable by the Association to the Supplier in respect of the Services in accordance with the provisions of this Agreement, as such charges are set out in Schedule 3.
<b>Commencement Date</b>	the date of this Agreement.
<b>Commercially Sensitive Information</b>	the information listed in 0 comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Supplier's intellectual property rights or the Supplier's business operations which the Supplier has indicated to the Association that, if disclosed by the Association, would cause the Supplier significant commercial disadvantage or material financial loss.

**Confidential Information**

means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Agreement;
- (c) any Commercially Sensitive Information.

**Connected Person**

has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.

**Consistent Failure**

shall mean:

- (a) the Association serving three Remediation Notices in a rolling three month period; and / or
- (b) the Supplier repeatedly breaching any of the terms of this 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 of this Agreement.

**Consumer Prices Index**

the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such

	publication, such other index as the parties may agree most closely resembles such index.
<b>Contract Year</b>	a 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.
<b>Controller</b>	as defined in the Data Protection Legislation.
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI/2003/2426) as amended.
<b>Data Subject</b>	as defined in the Data Protection Legislation.
<b>Debarment List</b>	the list of suppliers referred to in section 62 of the Procurement Act 2023.
<b>Delivery and Release Phase</b>	a period of twelve (12) months for the provision of the Delivery and Release phase of the Services as specified in clause 2.2.1.
<b>Dispute Resolution Procedure</b>	the procedure set out in clause 14.
<b>Domestic law</b>	the law of the United Kingdom or part of the United Kingdom.
<b>EIRs</b>	the Environmental Information Regulations 2004 (SI/2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
<b>Exit Plan</b>	any plan produced and updated in accordance with 0.
<b>Exit Period</b>	the period beginning on the earlier of:

a) the date a notice to terminate this Agreement is given by a party; or

b) three months before the expiry of this Agreement,

and ending three months after the date of termination or expiry of the Agreement.

**FOIA**

the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure**

any circumstance not within a party's reasonable control including:

a) acts of God, flood, drought, earthquake or other natural disaster;

b) epidemic or pandemic;

c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

d) nuclear, chemical or biological contamination or sonic boom;

e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;

f) collapse of buildings, fire, explosion or accident; and

g) any labour or trade disputes, strikes, industrial action or lockouts (other than by the staff of the party



	seeking to rely on the Force Majeure or those of its subcontractors).
<b>General Change in Law</b>	a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.
<b>Good Industry Practice</b>	the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Term, the pricing structure and any other relevant factors.
<b>Health and Safety Policy</b>	the health and safety policy of the Association being one of the Mandatory Policies.
<b>Information</b>	has, for the purposes of clause <b>Error! Reference source not found.</b> , the meaning given under section 84 of FOIA.
<b>Initial Phase</b>	a period of 18 months commencing on the Commencement Date for the provision of the following phases of the Services: <ul style="list-style-type: none"> <li>(a) Define the Programme &amp; Vision-led Blueprint;</li> <li>(b) Process Design &amp; Requirements Elicitation; and</li> <li>(c) Market Engagement &amp; Procurement.</li> </ul>
<b>Insolvency Event</b>	where: <ul style="list-style-type: none"> <li>(a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts</li> </ul>

within the meaning of section 123 of the Insolvency Act 1986;

- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;
- (c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);

- (f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Intellectual Property Rights**

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs,

rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Key Personnel**

those personnel identified Schedule 4 for the roles attributed to such personnel, as modified pursuant to clause 9.

**Law**

the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

**Mandatory Policies**

the Association's policies listed in Schedule 1, as amended by notification to the Supplier from time to time.

**Necessary Consents**

all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

**Personal Data**

as defined in the Data Protection Legislation.

**Processor**

as defined in the Data Protection Legislation.

**Prohibited Act**

the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Association a financial or other advantage as an

- inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Association;
- (d) any activity, practice or conduct which would constitute one of the offences listed under c) above, if such activity, practice or conduct had been carried out in the UK.

**Relevant Requirements**

all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**Relevant Transfer**

a relevant transfer for the purposes of TUPE.

**Remediation Notice**

a written notice given by the Association to the Supplier pursuant to clause 22 to initiate the Remediation Plan Process.

**Remediation Plan**

the plan agreed in accordance with clause 22 for the resolution of a Supplier's default in complying with its obligations under this Agreement.

<b>Remediation Plan Process</b>	the process for resolving certain of the Supplier's defaults as set out in clause 22.
<b>Replacement Services</b>	any services that are identical or substantially similar to any of the Services and which the Association receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Association internally or by any Replacement Supplier.
<b>Replacement Supplier</b>	any third-party supplier of Replacement Services appointed by the Association from time to time.
<b>Representatives</b>	means, in relation to party, its employees, officers, contractors, Sub-Contractors, representatives and advisors.
<b>Request for Information</b>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
<b>Services</b>	the digital transformation management design and delivery consultancy services to be delivered by or on behalf of the Supplier under this Agreement, as more particularly described in Schedule 1.
<b>Sub-Contract</b>	any contract or agreement (or proposed contract or agreement) between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.
<b>Sub-Contractor</b>	a person with whom the Supplier enters into a Sub-Contract.
<b>Supplier Personnel</b>	all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors

	who are engaged in the provision of the Services from time to time.
<b>Supplier's Tender</b>	the tender submitted by the Supplier and other associated documentation set out in Schedule 2.
<b>Term</b>	the period of the Initial Phase plus any extension pursuant to clause 2.2, unless terminated earlier in accordance with the terms of this Agreement.
<b>Termination Date</b>	the date of expiry or termination of this Agreement.
<b>Termination Notice</b>	any notice to terminate this Agreement which is given by either party in accordance with clause 23 (excluding clause 23.2).
<b>Termination Payment Default</b>	is defined in Schedule 3.
<b>TUPE</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 ( <i>SI 2006/246</i> ).
<b>UK GDPR</b>	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Working Day</b>	Monday to Friday, excluding any public holidays in England and Wales.
<b>Working Hours</b>	the period from 9.00am to 5.00pm on any Working Day.
1.2	Clause, schedule and paragraph headings shall not affect the interpretation of this
1.3	A <b>person</b> includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4	The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
1.5	A reference to a <b>company</b> includes any company, corporation or other body corporate, wherever and however incorporated or established.
1.6	Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other genders.

- 1.7 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes all subordinate legislation made under it, in each case from time to time.
- 1.8 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.9 A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document as varied from time to time.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.11 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.12 If there is any conflict or ambiguity between any of the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- 1.12.1 the clauses of the agreement;
  - 1.12.2 Schedule 1 to this Agreement;
  - 1.12.3 the remaining schedules to this Agreement other than Schedule 2;
  - 1.12.4 Schedule 2 to this Agreement.

Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Association in writing.

## **2. Commencement and duration**

- 2.1 This Agreement commences on the Commencement Date and shall continue for the Term.
- 2.2 The Association may, by giving the Supplier not less than three months' written notice prior to expiry of:
- 2.2.1 the Initial Phase, request the extension of this Agreement for the Delivery and Release Phase; and



2.2.2 the Delivery and Release Phase (or the first Extended Term agreed under this clause 2.2.2), request the extension of this Agreement for up to a maximum of two further periods of six (6) months after the Delivery and Release Phase has ended (**Extended Term**).

3. **Due diligence and Supplier's warranty**

3.1 The Supplier acknowledges and confirms that:

3.1.1 the Association has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;

3.1.2 it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Association pursuant to clause 3.1.1;

3.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Association before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement (including without limitation the suitability of Association Premises); and

3.1.4 it has entered into this Agreement in reliance on its own due diligence.

3.2 No representations, warranties or conditions are given or assumed by the Association in respect of any information which is provided to the Supplier by the Association and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

3.3 The Supplier:

3.3.1 warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any request to participate (if applicable), are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Association prior to execution of the agreement; and

- 3.3.2 shall promptly notify the Association in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Association during such due diligence which materially and adversely affects its ability to perform the Services; and
- 3.3.3 shall promptly notify the Association in writing if, during the Term:
- 3.3.3.1 the Supplier, the Supplier's Connected Persons or any Sub-Contractor is placed on the Debarment List;
  - 3.3.3.2 a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons or any Sub-Contractor; and
- 3.3.4 shall promptly notify the Association in writing within five (5) days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.
- 3.4 The Supplier shall not be entitled to recover any additional costs or charges from the Association arising as a result of, nor be relieved from any of its obligations under this Agreement on the ground of, any matters or inaccuracies notified to the Association by the Supplier in accordance with clause 3.3.2, save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Association and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier may recover such reasonable additional costs from the Association or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
4. **Supply of services**
- 4.1 The Supplier shall provide the Services to the Association with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this Agreement, including without limitation Schedule 1 and the Supplier's Tender.
- 4.2 In providing the Services, the Supplier shall at all times:

- 4.2.1 provide the Services with reasonable care and skill and in accordance with Good Industry Practice;
  - 4.2.2 ensure that all target outcomes and/or benefits set out in agreed work packages are demonstrably met to the Association's reasonable satisfaction;
  - 4.2.3 comply with contractual lead times for the provision of resources;
  - 4.2.4 ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
  - 4.2.5 obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Association).
  - 4.2.6 allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;
  - 4.2.7 ensure that it co-operates and engages positively with the Association's employees and management to the Association's reasonable satisfaction;
  - 4.2.8 ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Association, attend such meetings at the premises of the Association or elsewhere as may be reasonably required by the Association; and
  - 4.2.9 provide such reasonable co-operation and information in relation to the Services to such of the Association's other suppliers as the Association may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Association.
- 4.3 If the Supplier fails to meet any performance dates for specific work packages as agreed between the parties, then, without affecting any other right or remedy available to it, the Supplier shall pay the Association, as liquidated damages, 2.5% of the Charges paid (or to be paid) by the Association to the Supplier for the relevant work package for each week's delay, up to a maximum of 50%.
- 4.4 The Supplier shall notify the Association if it proposes to use artificial intelligence (AI) systems to provide any part of the Services to the Association and shall:

- 4.4.1 ensure that any AI systems developed or used by the Supplier are robust, secure, and safe throughout their entire lifecycle;
- 4.4.2 develop and use AI systems in a way that respects human rights and human centric values, including:
  - 4.4.2.1 fairness, equality, diversity, privacy and data protection; and
  - 4.4.2.2 avoiding discrimination and bias;
  - 4.4.2.3 be transparent about when and how AI is used;
  - 4.4.2.4 ensure the explainability, auditability and traceability of any AI systems used or developed by the Supplier, including their outputs;
  - 4.4.2.5 establish and maintain appropriate governance, risk management, policies and procedures that promote the responsible, accountable and ethical use of AI systems; and
  - 4.4.2.6 where appropriate, ensure that decisions or outcomes from an AI system are contestable.
- 4.4.3 The Supplier must not use or retain the Association's data or confidential information for the purposes of training or inputting into any AI system or model without the Association's prior written approval.
- 4.4.4 The Supplier shall indemnify the Association against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Association arising from the Supplier's use of any AI system to provide any part of the Services under this Agreement.

## **5. Compliance and change in laws**

- 5.1 In performing its obligations under this Agreement, the Supplier shall at all times comply with:
  - 5.1.1 all applicable Law;
  - 5.1.2 the Mandatory Policies.

The Supplier shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Association (or its authorised representative).

5.2 Without limiting the generality of the obligation under clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

5.2.1 all applicable Law regarding health and safety; and

5.2.2 the Health and Safety Policy whilst at the Association Premises.

5.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Association Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

5.4 Without limiting the general obligation set out in clause 5.1, the Supplier shall (and shall procure that the Supplier Personnel shall):

5.4.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

5.4.1.1 all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

5.4.1.2 the Association's equality and diversity charter as provided to the Supplier from time to time;

5.4.1.3 any other requirements and instructions which the Association reasonably imposes in connection with any equality obligations imposed on the Association at any time under applicable equality Law;

- 5.4.2 take all necessary steps, and inform the Association of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
- 5.5 The Supplier shall monitor and shall keep the Association informed in writing of any changes in the Law which may impact the Services and shall provide the Association with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with the Change Control Procedure.
- 5.6 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.
- 6. Use of Association Premises and Assets**
- 6.1 With effect from the Commencement Date, the Association shall grant the Supplier a non-exclusive and revocable licence to enter the Association Premises for the sole purpose of providing the Services to the Association. The licence shall be subject to the conditions of this Agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.
- 6.2 The licence granted pursuant to clause 6.1 shall terminate immediately on the Termination Date.
- 6.3 The Supplier shall ensure that visiting or using the Association Premises, the Supplier Personnel shall:
- 6.3.1 keep the Association Premises clean, tidy and properly secure;
  - 6.3.2 co-operate as far as may be reasonably necessary with the Association's employees;
  - 6.3.3 act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Association; and
  - 6.3.4 comply with all the rules and regulations that the Association notifies to the Supplier from time to time relating to the use and security of the Association Premises.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall not:

- 6.4.1 obstruct access to the Association Premises, or any part of them; or
- 6.4.2 do or permit to be done on the Association's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Association or the occupiers of or visitors to the Association Premises.
- 6.5 The Supplier shall ensure that any Association Assets are:
  - 6.5.1 used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
  - 6.5.2 kept properly secure; and
  - 6.5.3 not removed from the Association Premises unless expressly permitted under this Agreement or agreed in writing with by the Association's Authorised Representative.
- 6.6 The Association shall maintain and repair the Association Assets but where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier Personnel (fair wear and tear excluded) the costs incurred by the Association in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 6.7 The Supplier shall notify the Association immediately on becoming aware of any damage caused by the Supplier Personnel to any property of the Association or other recipient of the Services, or to any of the Association Premises in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this Agreement or otherwise, the Association shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this Agreement.
- 6.8 Subject to the requirements of clause 26 and any Exit Plan, in the event of the expiry or termination of the agreement, the Association shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Association Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.
- 7. **Charges, invoicing and payment**
  - 7.1 The Association shall pay the Charges to the Supplier in accordance with Schedule 3.
  - 7.2 Subject to clause 7.3, the Charges:

- 7.2.1 shall remain fixed during the Term; and
  - 7.2.2 are the entire price payable by the Association to the Supplier in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
- 7.3 Subject to clause 7.4, the Supplier may increase the Charges on an annual basis with effect from 1 April of each Contract Year in line with the percentage increase in the Consumer Prices Index in the period from 1 April to 1 September of the preceding Contractual Year. The first such increase shall take effect on 1 April 2027 and shall be based on the percentage increase in the Consumer Prices Index in the period from 1 April 2025 to 1 September 2025. The Supplier must give no less than three months' notice in writing to the Association of any proposed increase to the Charges made in accordance with this clause 7.3.
- 7.4 Any increase to the Charges made in accordance with clause 7.3 shall not apply to any part of the Services for which a fixed cost has already been agreed between the parties prior to such increase taking effect. For the avoidance of doubt, the Supplier shall be solely responsible for any additional costs over and above the Charges agreed between the parties for a specific work package.
- 7.5 Except as otherwise provided in this Agreement, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.
- 7.6 The Supplier shall invoice the Association for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 3. All invoices shall:
  - 7.6.1 be directed to the Association's Authorised Representative; and
  - 7.6.2 take into account any Service Credits which have been accrued in the previous period.
- 7.7 Where the Supplier submits an invoice to the Association in accordance with clause 7.6, the Association shall:
  - 7.7.1 consider and verify the invoice without undue delay;
  - 7.7.2 notify the Supplier promptly if it disputes the invoice or does not consider it to be valid within the meaning of clause 7.7;



- 7.7.3 where the invoice is valid and to the extent that it is not disputed, pay the Supplier any Charges due under the invoice within 30 days of receipt of the invoice by the Association.
- 7.8 For the purposes of clause 7.7:
- 7.8.1 an invoice is valid if either: it contains the information required under clause 7.6.2, which includes the name of the invoicing party, a description of the services supplied, the Charges requested and a unique identification number;
- 7.8.2 an invoice from the Supplier shall be regarded by the Association as not disputed where the Association fails to verify it without undue delay and in any event within seven days of receipt from the Supplier.
- 7.9 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 7.9.1 provisions having the same effect as clause 7.7 and clause 7.8.2 of this Agreement; and
- 7.9.2 a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 7.7, clause 7.8.2 and clause 7.9 of this Agreement.
- 7.10 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 14. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until five (5) days after resolution of the dispute between the parties.
- 7.11 Subject to clause 7.10, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Agreement in accordance with clause 8. The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Agreement under clause 23.5 for failure to pay undisputed charges.
- 7.12 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Association following delivery of a valid VAT invoice. The Supplier

shall indemnify the Association against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Association at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Agreement.

7.13 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Association pursuant to this Agreement. Such records shall be retained for inspection by the Association for six years from the end of the Contract Year to which the records relate.

7.14 The Association may at any time, set off any liability of the Supplier to the Association against any liability of the Association to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Association of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## **8. Interest**

Each party shall pay interest on any sum due under this Agreement, calculated as follows:

8.1 Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.2 Period. From when the overdue sum became due, until it is paid.

## **9. Key personnel**

9.1 Each party shall appoint the persons named as such in Schedule 4 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.

9.2 The Supplier shall not remove or replace any of the Key Personnel unless:

- 9.2.1 required to do so by the Association in accordance with clause 10.2 or clause 10.3;
  - 9.2.2 the person is on long-term sick leave;
  - 9.2.3 the element of the Services in respect of which the individual was engaged has been completed to the Association's satisfaction;
  - 9.2.4 the person resigns from their employment with the Supplier; or
  - 9.2.5 the Supplier obtains the prior written consent of the Association.
- 9.3 Any replacement Key Personnel shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Association becoming aware of the role becoming vacant.
- 9.4 If the Supplier replaces the Key Personnel as a consequence of this clause 9, the cost of effecting such replacement shall be borne by the Supplier.
10. **Supplier Personnel**
- 10.1 At all times, the Supplier shall ensure that:
- 10.1.1 each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
  - 10.1.2 there is an adequate number of Supplier Personnel to provide the Services properly;
  - 10.1.3 only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
  - 10.1.4 all of the Supplier Personnel comply with the Mandatory Policies.
- 10.2 The Association may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any of the Mandatory Policies, or if they otherwise present a security threat.
- 10.3 The Supplier shall replace any of the Supplier Personnel whom the Association reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

- 10.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Association as the Association reasonably requests on the Supplier Personnel. The Supplier shall ensure that the Supplier Personnel cannot be individually identified from the information so provided.

**11. TUPE**

The parties agree that the provisions of 0 shall apply to any Relevant Transfer of staff under this Agreement.

**12. Review and monitoring**

- 12.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Agreement. The first Authorised Representatives are listed in Schedule 4. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Requests).
- 12.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 12.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this Agreement. Such meetings shall be minuted by the Association's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.
- 12.4 Without prejudice to any other reports required under this Agreement, in advance of each meeting to be held in accordance with clause 12.3:
- 12.4.1 the Supplier shall provide the Association with a monthly written report identifying any issues regarding the performance of the agreement for discussion at the meeting; and
- 12.4.2 the Association shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.

- 12.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the Agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 22 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 12.6 A review meeting to assess the Supplier's performance of its obligations under this Agreement shall be held at three-monthly intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.
- 12.7 The Association may increase the extent to which it monitors the performance of the Services if the Supplier fails to fulfil its other obligations under this Agreement. The Association shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Association pursuant to this clause 12.7.
- 12.8 The Supplier shall submit any other management reports to the Association in the form and at the interval specified in Schedule 4, or as specified elsewhere in this Agreement.
13. **Change control and continuous improvement**
- 13.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 13.2 The Supplier shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services, and use all reasonable endeavours to ensure that the Association receives the benefit of any such efficiencies.
- 13.3 Where the Supplier identifies a potential efficiency:
- 13.3.1 it shall promptly inform the Association and shall advise the Association whether, in the Supplier's professional opinion, the implementation of any change necessary to enable the Association to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and
- 13.3.2 if the Association concludes that the implementation of the necessary change is desirable, the Supplier shall implement the change.
- 13.4 Where the achievement of the benefit by the Association would necessitate the making of a Change Control Request, the Change Control Procedure shall apply but the Supplier shall not

be entitled to object to the proposed change. Any benefits arising from any such change as is referred to in this clause 13 (including any consequent reductions in the Charges) shall accrue solely to the Association.

**14. Dispute resolution**

14.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

14.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;

14.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within ten (10) Working Days of service of the Dispute Notice, the Dispute shall be referred to the Association's Head of Transformation and Senior Responsible Owner and the Supplier's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it;

14.1.3 if the Association's Head of Transformation and Senior Responsible Owner and the Supplier's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within ten (10) Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within ten (10) Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation;

14.1.4 unless otherwise agreed between the parties, the mediation will start not later than twenty (20) Working Days after the date of the ADR notice.

14.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

- 14.3 If for any reason the Dispute is not resolved within ten (10) Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 40.
15. **Sub-Contracting**
- 15.1 Notwithstanding clause 34, the Supplier can only enter into subcontracting arrangements in accordance with this clause 15.
- 15.2 To help the Association reach a decision on a proposed Sub-Contract, the Association may request (and the Supplier shall provide):
- 15.2.1 a copy of the proposed Sub-Contract;
- 15.2.2 any other information that the Association may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this Agreement.
- 15.3 If the Association agrees that the Supplier may subcontract its obligations, the Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure the Sub-Contractor's compliance with the Mandatory Policies.
- 15.4 In the event that the Supplier enters into any Sub-Contract in connection with this Agreement it shall:
- 15.4.1 remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
- 15.4.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement and procure that the Sub-Contractor complies with such terms; and
- 15.4.3 provide a copy, at no charge to the Association, of any such Sub-Contract on receipt of a request for such by the Association's Authorised Representative.
- 15.5 The Association may require the Supplier to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Association's right to terminate pursuant to clause 23.1 or if there is a change of control of a Sub-Contractor (within the meaning

of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

**16. Limitation of liability**

- 16.1 References to liability in this clause 16 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 16.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 16.3 Nothing in this clause 16 shall limit the Association's payment obligations under this Agreement.
- 16.4 Nothing in this clause 16 shall limit any liability under:
- 16.4.1 Clause 18 (Data processing);
  - 16.4.2 Clause 21 (*IPR indemnity*);
  - 16.4.3 the indemnities in 0 (*TUPE*);
  - 16.4.4 breach of clause 25 (*Bribery*); or
  - 16.4.5 breach of clause 19;
  - 16.4.6 wilful or gross negligence.
- 16.5 Nothing in this Agreement limits any liability for:
- 16.5.1 death or personal injury caused by negligence;
  - 16.5.2 fraud or fraudulent misrepresentation;
  - 16.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - 16.5.4 any liability that cannot legally be limited.
- 16.6 Subject to clause 16.2, clause 16.4 and clause 16.5, the Supplier's total aggregate liability to the Association shall not exceed £2,000,000 (two million pounds).
- 16.7 Subject to clause 16.3, clause 16.4 and clause 16.5, the Association's total aggregate liability in respect of any claim (or series of connected claims), (other than a failure to pay any of the Charges that are properly due and payable and for which the Association shall remain fully



liable), losses or damages arising in each Contract Year shall not exceed the total Charges paid by the Association to the Supplier in the twelve (12) months immediately preceding the first event giving rise to the claim (or series of connected claims).

16.8 Subject to clause 16.3, clause 16.4 and clause 16.5, clause 16.8.2 identifies the kinds of loss that are not excluded. Subject to that, clause 16.8.1 excludes specified types of loss.

16.8.1 Types of loss wholly excluded:

16.8.1.1 Loss of profits.

16.8.1.2 Loss of sales or business.

16.8.1.3 Loss of agreements or contracts.

16.8.1.4 Loss of use or corruption of software, data or information.

16.8.1.5 Loss of or damage to goodwill.

16.8.2 Types of loss and specific losses not excluded:

16.8.2.1 Sums paid by the Association to the Supplier pursuant to the agreement in respect of any Services not provided in accordance with the agreement.

16.8.2.2 Wasted expenditure, including but not limited to costs incurred by the Association in relation to legacy solutions that were expected to be decommissioned.

16.8.2.3 Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the agreement. These include consultancy costs and additional costs of management time.

16.8.2.4 Losses incurred by the Association arising out of or in connection with any third-party claim against the Association which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by Sub-Contractors, the Supplier's Personnel, regulators and customers of the Association.

- 16.8.2.5 Anticipated savings, including but not limited to losses arising from delayed payback or return on investment and the deferral of forecasted financial or operational benefits.
    - 16.8.2.6 Losses incurred by the Association in continuing to resource the Services or relevant work packages beyond planned timeframes due to delayed delivery or completion.
  - 16.9 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4.2. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
  - 17. **Insurance**
  - 17.1 The Supplier shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this Agreement providing as a minimum the following levels of cover:
    - 17.1.1 public liability insurance with a limit of indemnity of at least £10,000,000 (ten million pounds) in relation to any one claim or series of claims;
    - 17.1.2 employer's liability insurance with a limit of at least £10,000,000 (ten million pounds) per claim;
    - 17.1.3 professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (two million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
- (the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 17.2 The Supplier shall give the Association, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 17.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Association may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 17.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement.
- 17.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following expiry or earlier termination of the agreement.
18. **Data processing**
- 18.1 Both parties shall comply with the terms set out in **Error! Reference source not found.** (Data processing agreement).
19. **Confidentiality**
- 19.1 The provisions of this clause do not apply to any Confidential information which:
- 19.1.1 is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- 19.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- 19.1.3 was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- 19.1.4 the parties agree in writing is not confidential or may be disclosed;
- 19.1.5 which is disclosed by the Association on a confidential basis to any central government or regulatory body.

- 19.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- 19.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
- 19.2.2 disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 19.
- 19.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 19.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- 19.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- 19.3.3 and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 19.2.
- 19.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
20. **Audit**
- 20.1 During the Term and for a period of [six (6)] years after the Termination Date, the Supplier shall allow the Association (acting by itself or through its Representatives) to access any of the Supplier's premises, systems, Supplier Personnel and relevant records as may reasonably be required to:
- 20.1.1 ensure the Services' compliance with the Association's programme standards and methodologies measured via Association quality assurance practices;

- 20.1.2 fulfil any legally enforceable request by any regulatory body;
  - 20.1.3 verify the accuracy of Charges or identify suspected fraud;
  - 20.1.4 review the integrity, confidentiality and security of any data relating to the Association or any service users;
  - 20.1.5 review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 18 (Data Protection) and clause **Error! Reference source not found.** (Freedom of Information), and any other legislation applicable to the Services; or
  - 20.1.6 verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Agreement.
- 20.2 Subject to clause 20.4, except where an audit is imposed on the Association by a regulatory body or where the Association has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Association may not conduct an audit under this clause 20 more than once in any calendar year.
- 20.3 The Association may conduct quarterly quality audits during the Term for the purpose set out in clause 20.1.1.
- 20.4 The Association shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 20.5 Subject to the Association's obligations of confidentiality, the Supplier shall on demand provide the Association and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 20.5.1 all information requested by the above persons within the permitted scope of the audit;
  - 20.5.2 reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
  - 20.5.3 access to the Supplier Personnel.
- 20.6 The Association shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

- 20.7 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Supplier to perform its obligations under this Agreement in any material manner in which case the Supplier shall reimburse the Association for all the Association's reasonable costs incurred in the course of the audit.
- 20.8 If an audit identifies that:
- 20.8.1 the Supplier has failed to perform its obligations under this Agreement, the provisions of clause 22 shall apply;
- 20.8.2 the Association has overpaid any Charges, the Supplier shall pay to the Association the amount overpaid within 20 days from the date of receipt of an invoice or notice to do so. The Association may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
- 20.8.3 the Association has underpaid any Charges, the Association shall pay to the Supplier the amount of the underpayment within thirty (30) days from the date of receipt of an invoice for such amount.
21. **Intellectual property**
- 21.1 In the absence of prior written agreement by the Association to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:
- 21.1.1 in the course of performing the Services; or
- 21.1.2 exclusively for the purpose of performing the Services,
- shall vest in the Association on creation.
- 21.2 The Supplier shall indemnify the Association against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Association's acts or omissions.

22. **Remediation Plan Process**

- 22.1 Subject to Clause 22.2, if the Supplier is in default in complying with any of its obligations under this Agreement and the default is capable of remedy, the Association may not terminate this Agreement without first operating the Remediation Plan Process. If the Supplier commits such a default, the Association shall give a Remediation Notice to the Supplier which shall specify the default in outline and the actions the Supplier needs to take to remedy the default.
- 22.2 The Association shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 23.1.1, clause 23.1.4, clause 23.1.5, clause 23.1.6, clause 23.1.7 and clause 23.3 (or a notice of an intention to terminate under clause 23.2).
- 22.3 Within [five (5)] Working Days of receipt of a Remediation Notice, the Supplier shall:
- 22.3.1 submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
- 22.3.2 inform the Association that it does not intend to submit a Remediation Plan, in which event the Association shall be entitled to serve a Termination Notice.
- 22.4 The Association shall either approve the draft Remediation Plan within [five (5)] Working Days of its receipt pursuant to Clause 22.3.1, or it shall inform the Supplier why it cannot accept the draft Remediation Plan. In such circumstances, the Supplier shall address all such concerns in a revised Remediation Plan, which it shall submit to the Association within [five (5)] Working Days of its receipt of the Association's comments. If no such notice is given, the Supplier's draft Remediation Plan shall be deemed to be agreed.
- 22.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Remediation Plan.
- 22.6 If, despite the measures taken under clause 22.4, a Remediation Plan cannot be agreed within [five (5)] Working Days then the Association may elect to end the Remediation Plan Process and serve a Termination Notice.

- 22.7 If a Remediation Plan is agreed between the parties, but the Supplier fails to implement or successfully complete the Remediation Plan by the required completion date, the Association may:
- 22.7.1 terminate this Agreement by serving a Termination Notice;
  - 22.7.2 give the Supplier a further opportunity to resume full implementation of the Remediation Plan; or
  - 22.7.3 refer the matter for resolution under the Dispute Resolution Procedure.
- 22.8 If, despite the measures taken under clause 22.7, the Supplier fails to implement the Remediation Plan in accordance with its terms, the Association may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 22.9 The Association shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Supplier as had previously been addressed in a Remediation Plan within a period of [three (3)] months following the conclusion of such previous Remediation Plan. In such event, the Association may serve a Termination Notice.
23. **Termination**
- 23.1 Without affecting any other right or remedy available to it, and subject to clause 22, the Association may terminate this Agreement with immediate effect or on the date specified in the Termination Notice by giving written notice to the Supplier if one or more of the following circumstances occurs or exists:
- 23.1.1 if the Supplier is in material breach of this Agreement, which is irremediable;
  - 23.1.2 the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
  - 23.1.3 the Supplier fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
  - 23.1.4 the circumstances referred to in clause 22.9 occur;
  - 23.1.5 a Consistent Failure has occurred;
  - 23.1.6 if there is an Insolvency Event; and/or



- 23.1.7 if the Association elects to terminate pursuant to clause 25.6.
- 23.2 The Association may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:
- 23.2.1 set out which termination ground the Association considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Association's reasons for deciding to terminate on this basis;
- 23.2.2 invite the Supplier to make representations to the Association about the existence of the termination ground and the Association's decision to terminate;
- 23.2.3 specify the means by which, and the time by which, such representations must be made; and
- 23.2.4 insofar as it states the Association's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Supplier may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.
- 23.3 On expiry of the time for the Supplier to make representations under clause 23.2.3, if, after considering any representations, the Association is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Supplier.
- 23.4 Either party may, during the continuance of a Force Majeure Event, terminate this Agreement if the circumstances in clause 24.6 or clause 24.7 arise.
- 23.5 The Supplier may terminate this Agreement in the event that the Association commits a Termination Payment Default by giving 30 days' written notice to the Association. In the event that the Association remedies the Termination Payment Default in the 30-day notice period, the Supplier's notice to terminate this Agreement shall be deemed to have been withdrawn.

24. **Force majeure**

- 24.1 Subject to clause 24.3, a party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this Agreement for so long as, and to the extent that, its performance is directly prevented, hindered or delayed by a Force Majeure.
- 24.2 For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 24.1, the other party shall not be liable for any failure or delay in performing its corresponding obligations.
- 24.3 Clause 24.1 will only apply if the Affected Party:
- 24.3.1 as soon as reasonably practicable after the start of the Force Majeure, notifies the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on the Affected Party's ability to perform any of its obligations under this Agreement; and
  - 24.3.2 took reasonable precautions to prevent or minimise the Force Majeure including implementing and complying with an effective business continuity plan, except where compliance with the business continuity plan is itself affected by the Force Majeure;
  - 24.3.3 uses all reasonable endeavours to mitigate the effect of the Force Majeure on the performance of its obligations.
- 24.4 The Affected Party shall keep the other party informed of its endeavours under clause 24.3.3 and their outcome promptly on request.
- 24.5 If the Supplier is relieved from providing the Services under this clause, it shall permit and co-operate with any efforts that the Association may make to obtain alternative supplies of those Services.
- 24.6 If the Affected Party has not resumed full performance of any obligations suspended under clause 24.1 within thirty (30) days after the start of the Force Majeure, the other party may terminate this Agreement by giving not less than thirty (30) days' written notice to the Affected Party.
- 24.7 If the Affected Party has complied with clause 24.3.3, but is unable to resume substantive performance of its core obligations suspended under clause 24.1 within sixty (60) days after

giving notice of the Force Majeure, the Affected Party may terminate this Agreement by giving not less than thirty (30) days' written notice to the other party.

**25. Prevention of bribery**

25.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:

25.1.1 has committed a Prohibited Act;

25.1.2 to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or

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

25.2 The Supplier shall promptly notify the Association if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 25.1 at the relevant time.

25.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:

25.3.1 not commit a Prohibited Act;

25.3.2 not do or omit to do anything that would cause the Association or any of the Association's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;

25.3.3 have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;

25.3.4 notify the Association (in writing) if it becomes aware of any breach of clause 25.3.1 or clause 25.3.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage.

- 25.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Agreement and the steps taken to comply with its obligations under clause 25.3.
- 25.5 The Supplier shall allow the Association and its third-party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 20.
- 25.6 If the Supplier is in default under this clause 25 the Association may by notice:
- 25.6.1 require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the default; or
- 25.6.2 immediately terminate this Agreement.
- 25.7 Any notice served by the Association under clause 25.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Association believes has committed the Prohibited Act and the action that the Association has elected to take (including, where relevant, the date on which this Agreement shall terminate).
26. **Modern slavery**
- 26.1 The Supplier shall:
- 26.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force (**Anti-slavery Laws**) including but not limited to the Modern Slavery Act 2015;
- 26.1.2 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 had been carried out in England and Wales;
- 26.1.3 include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 26; and
- 26.1.4 notify the Association (in writing) as soon as it becomes aware of any breach or suspected breach of clause 26.1.
- 26.2 The Supplier represents and warrants throughout the Term that:
- 26.2.1 neither the Supplier nor any of its officers, employees or Sub-Contractors:

- 26.2.1.1 has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
  - 26.2.1.2 having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or
  - 26.2.1.3 been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment from participation in public procurement programmes or otherwise been excluded from a public procurement procedure on grounds relating to forced labour or modern slavery offences or misconduct.
- 26.3 The Supplier shall implement due diligence procedures for its Sub-Contractors or any part of its supply chain performing obligations under this Agreement to ensure that there is no slavery or human trafficking taking place.
- 26.4 The Supplier shall:
- 26.4.1 maintain a complete set of records to trace the supply chain of all Services provided to the Association in connection with this Agreement; and
  - 26.4.2 implement annual audits of its compliance and its Sub-Contractors' compliance with the Anti-slavery Laws, either directly or through a third-party auditor.
- 26.5 The Supplier shall:
- 26.5.1 implement a system of training for its employees, and Sub-Contractors to ensure compliance with the Anti-slavery Laws;
  - 26.5.2 keep a record of all training offered and completed by its employees, and Subcontractors to ensure compliance with the Anti-slavery Laws and shall make a copy of the record available to the Association on request.
27. **Consequences of termination or expiry**
- 27.1 On the expiry of the Term or if this Agreement is terminated for any reason, the parties shall comply with 0 and the provisions of any Exit Plan and the Supplier shall co-operate fully with

the Association to ensure an orderly migration of the Services to the Association or, at the Association's request, a Replacement Supplier.

- 27.2 On termination or expiry of this Agreement and on satisfactory completion of any Exit Plan (or where reasonably so required by the Association before such completion) the Supplier shall procure that all data and other material belonging to the Association (and all media of any nature containing information and data belonging to the Association or relating to the Services), shall be delivered to the Association forthwith and the Supplier Authorised Representative or Chief Executive Officer shall certify full compliance with this clause.
- 27.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including, but not limited to, clause 16 (Limitation of Liability), clause 17 (Insurance), clause **Error! Reference source not found.** (Freedom of Information), clause 18 (Data Processing), clause 19 (Confidentiality), clause 20 (Audit) and this clause 27 (Consequences of termination), shall remain in full force and effect.
- 27.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

## 28. **Non-solicitation**

In order to protect each other's legitimate business interest, neither party shall (except with the prior written consent of the other) during the term of this Agreement, and for a period of one year thereafter, solicit or attempt to solicit or entice away any senior staff of the other party who have been engaged or employed in the provision of the Services or the management of this Agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

## 29. **Waiver**

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**30. Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**31. Severance**

31.1 If any provision or part-provision of this Agreement 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 Agreement.

31.2 If any provision or part-provision of this Agreement is deemed deleted under clause 31.1, 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.

**32. No partnership or agency**

32.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**33. Third party rights**

33.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

33.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**34. Assignment and other dealings**

34.1 The Association may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.

34.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Association (such consent not to be unreasonably withheld or delayed).

35. **Publicity**

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Agreement or its contents in any way;

or

35.1.2 use the Association's name or logo in any promotion or marketing or announcement of orders,

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

36. **Notices**

36.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

36.1.1 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); or

36.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

36.1.2.1 Party 1: [ADDRESS].

36.1.2.2 Party 2: [ADDRESS].

36.2 Any notice shall be deemed to have been received:

36.2.1 If delivered by hand, at the time the notice is left at the proper address;

36.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or



36.2.3 if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

36.3 This clause 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.

**37. Entire agreement**

37.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

37.2 Each party acknowledges that in entering into this Agreement it does not rely on, and 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 Agreement.

37.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**38. Variation**

Subject to clause 13, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

**39. Counterparts**

39.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.

39.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

40. **Governing law**

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

41. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Executed** on the date that appears on the front of this document.

**Signed by**

.....

.....

*(signature of authorised signatory)*

for and on behalf of

**Castles & Coasts Housing Association Limited**

**Signed by**

.....

.....

*(signature of authorised signatory)*

for and on behalf of

**[SUPPLIER]**

## Schedule 1

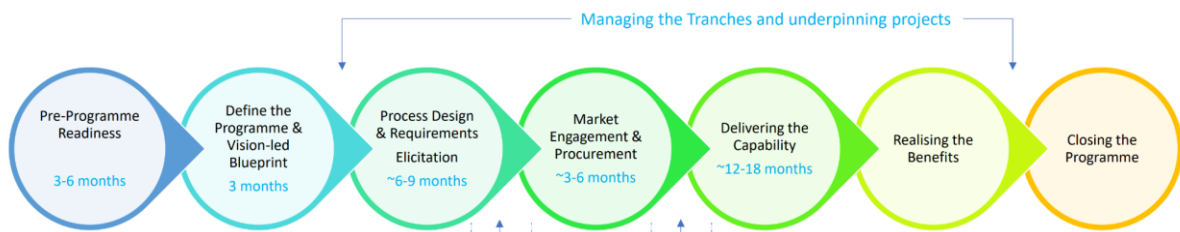
### Specification

CCHA are seeking an experienced Digital Transformation Partner to provide transformation management design and delivery consultancy service. The successful Digital Transformation Partner will possess significant experience and expertise in partnering with organisations, in both a strategic and hands-on capacity, to successfully deliver Digital Transformation Programme benefits and outcomes, within a set budget and agreed timeframes.

The Digital Transformation Partner will have demonstrable experience in designing and delivering complex transformational change, underpinned by advancing technologies, in areas such as Property Maintenance, Housing & Tenancy Management, Customer Experience, Digital Self-Service, Workforce Optimisation and Income Management.

In addition, the successful Digital Transformation Partner will demonstrate an in-depth understanding of the legislative, regulatory and financial landscape for the sector.

We anticipate our digital transformation programme taking between 2-3 years to complete. The graphic below sets out the indicative phases of the Programme, with key decision points at the end of each stage:



Whilst we have greater certainty regarding the initial phases of the Programme, the detailed requirements will determine what capabilities require delivering. We also anticipate that there may be an additional Programme of work which may require the support of the transformation partner, this is yet to be fully determined and the Transformation partner would be consulted prior to the commencement of work to understand if this undertaking is possible.

*It is envisaged the Transformation Partner will provide the following services throughout the delivery period;*

### Specification

#### Governance and Leadership

- The Transformation Partner will appoint an experienced representative to the contract to act as the Senior Consultant, and the uppermost escalation point for you, and our programme team, during the life time of the contract.
- The Senior Consultant will demonstrate strong leadership capabilities, the ability to influence based on evidence, data, or experiential rationale, and act as a positive visible promoter and ambassador of both The Digital Transformation Programme and CCHA.
- The senior-most representative will be a mandatory attendee at the cyclical Digital Transformation Programme Board, and will take accountability for the performance and deliverables assigned to the Transformation Partner
- The senior-most representative may also be required to attend Programme Sponsoring Group meetings quarterly, or ad-hoc as required.

- The Transformation Partner will co-design and assure CCHA's approach to programme delivery. This may include the following (but is not limited to) key strategies and themes for the Transformation Programme:
  - Programme Governance
  - Customer experience research and journey mapping
  - Blueprint design and delivery
  - Process modelling and design, service design, and requirements elicitation and management
  - Communications Strategy
  - Change Management Strategy and Methodology
  - Resource Management and Deployment
  - Risk and Issue Management
  - Quality and Assurance
  - Leadership and Stakeholder Engagement
  - Benefits Realisation and Management
  - Planning, Monitoring and Control of programme and project delivery.
- The Transformation Partner will comply with reporting cadence and provision of comprehensive status and progress updates to the Programme Board from the Transformation Partner ('External' Senior Supplier) perspective
- As required, the Transformation Partner will assign a representative to designated project boards, in pursuit of project delivery aligned to programme and project time, cost, and quality parameters
- The Transformation Partner will attend Design Authority sessions, independently assessing and providing assurance of detailed designs and their alignment and fit with the target blueprint
- Acting as a critical friend, the Transformation Partner will provide guidance and advice, conducive to the successful achievement of programme milestones, to the SRO, and the supporting Programme Leadership Group
- The Digital Transformation Programme will be regularly audited from both an internal and external perspective, requiring the Transformation Partner to fully engage with CCHA audit requirements
- The Digital Transformation Partner will comply with all agreed Transformation Programme design and delivery methodologies, processes, and standards for Transformation Partner specific and supported deliverables

#### **Blueprint Design and Delivery**

- The Transformation Partner will provide specialist resource(s) to lead on the development of the approach to the design and delivery of the CCHA future state blueprint, which will be approved by the CCHA Programme Board
- The Transformation Partner will provide specialist resource(s) who will execute the agreed blueprint design approach to deliver the CCHA future state blueprint, facilitating its production in collaboration with key CCHA stakeholders
- The Transformation Partner will ensure that design and delivery proposals adhere to both legal and regulatory requirements, whilst being achievable from business, technical and delivery perspectives
- The blueprint will encompass key architecture layers such as business, application, data, integration, and infrastructure
- The blueprint will incorporate the future service delivery model and the identification of organisational development considerations
- The blueprint will incorporate customer engagement for the purpose of establishing an understanding of the desired customer experience, including customer journey mapping
- The Transformation Partner will co-design, support the mobilisation of, and participate in, the CCHA Design Authority, contributing to CCHA Design Authority assessments in aid of ensuring the integrity of the blueprint is maintained, and deviations highlighted to Programme Board

- The target timeframe for delivery and sign-off of the CCHA Transformation Blueprint is December 2025.

### **Planning, Monitoring and Control**

The Transformation Partner will:

- Contribute to the development of programme & project plans in collaboration with the CCHA Programme Team, using past experience of digital transformations to ensure the plans are robust, realistic, and appropriately developed
- Contribute to the identification of projects for the project dossier, and provide expert input to the planning of the tranches including identification of key dependencies
- Collaboration with the programme team in contributing to the development of work packages, including resource requirements, timeframes, and quality criteria, for agreement and sign-off
- Take accountability for Transformation Partner led work packages or initiatives, through to completion
- Development, assurance, and agreement of resource forecasts in line with the programme plan, supporting CCHA to identify the type of resources required and when
- Ensure programme plans and work packages are monitored, with any deviations being communicated and controlled in line with programme governance

### **Programme resourcing**

As our Transformation Partner you will provide required resources to the Programme in line with programme plans and resource forecasts. This will typically include the following types of resources, although not limited to:

#### Architectural and Technical Capability

During design and delivery, we will require skills, knowledge and experience covering the following architectural domains – Business (including process, organisation), Application, Solutions, Data, Integration and Infrastructure.

#### Change Management Capability

Change being effectively managed will be fundamental for CCHA in achieving target outcomes. The Transformation Partner will have extensive experience of developing and implementing change management strategies, methodologies, tools and techniques, in ensuring a smooth transition to new ways of working, including adoption of new technologies.

The Transformation Partner will be able to provide experienced resource within this domain.

Operational colleagues will be seconded to the programme in the role of Business Change Managers (BCM's) and play a key role in designing future processes, providing functional/non-functional requirements, acting as a conduit between the programme and their operational colleagues, and supporting the operational teams through the transformation programme and implementation of its deliverables.

There will be a requirement of the Transformation Partner to provide an initial training induction to the BCM'S, upskilling them in change management methodology, tools and techniques, followed by periodical support, and coaching where required.

#### Learning & Development Capability

The development and execution of a programme specific learning and development strategy and plan, underpinned by a robust methodology will be key to achieving target outcomes.

The Transformation Partner will be in a position to provide both the strategic expertise, and the hands-on capability to execute the agreed methodology and plan.

in pursuit of developing the overall approach to staff training and development (specific to the programme, its deliverables, and target outcomes), and executing the delivery of the agreed approach. aligned to new ways of working including use of new technologies, and this may include:

- Devising a tailored approach to training for CCHA staff
- Conducting training needs analysis
- Developing and delivering training collateral and providing coaching to colleagues.

#### Programme & Project Management Capability

CCHA is developing its internal programme and project capability in order to control and deliver the Digital Transformation Programme. This core programme team will consist of a Head of Transformation, Portfolio, and Projects, a Digital Transformation Programme Manager, several Project Managers and Business Analysts.

As the programme and its project dossier develops, the Transformation partner will be able to provide Programme and Project Management resource(s) to support the delivery of discrete projects, as agreed within .

For the purposes of resilience, there may also be a requirement at various junctures of the programme for the Transformation Partner to deploy resources to enable continuity of the programme and its constituent projects.

#### Business Analysis, Process Analysis & Requirements Gathering

CCHA is in the process of recruiting to its in-house business analysis, process design and requirements gathering contingent. The Transformation Partner, for the purposes of resilience and delivering volume, will be in a position to provide resource(s) to supplement the in-house contingent, in guiding and delivering the target CCHA process architecture, models and maps - accompanied by the requisite business analysis and requirements to inform options and achieve benefits alignment.

#### Test Expertise

As we enter into the testing period(s) of the Programme we anticipate requiring specialist test expertise to advise and design a robust approach and methodology for the purposes of testing technologies and future ways of working, encompassing the following:

- Test planning
- Test case/scenario design & execution
- Load, stress, performance and endurance testing
- API and integration testing
- Security testing
- Defect classification, tracking and management
- Test reporting
- Overall test phase management

#### **Risk & Issue Management**

- The Transformation Partner will utilise experience to provide foresight of potential risks to the programme, and appropriate insight on how stated risks can be mitigated and controlled
- Support the SRO and the Programme/Projects Teams in resolving escalated issues, with a focus on safeguarding the integrity of the overall target outcomes and benefits
- Advise and support, where required, with the resolution of External Supplier (Technology) issues and priority conflicts in pursuit of safeguarding the interests of the CCHA account, the integrity of the Programme, and the Transformation Partners assigned resources and work packages
- Identify dependencies across the Programme and CCHA's portfolio, ensuring they are appropriately managed

### **Stakeholder Engagement & Management**

- Identify key stakeholders and work with CCHA to conduct stakeholder analysis
- Develop a stakeholder engagement plan based on best practice and techniques
- The Transformation Partner will build effective relationships with colleagues across CCHA, representing the Programme in a positive light, acting with integrity and modelling positive change behaviors
- The Transformation Partner will ensure relationships with 3<sup>rd</sup> parties, who will also support the delivery of the Programme, are effectively managed and maintained, and will foster our culture of collaborative working to ensure the best outcomes for CCHA
- The Transformation Partner will provide input to the Programme Communications Strategy and plan, and where required, deliver communications to the organisation directly.

### **Business Case Development, Benefits Realisation & Management**

- Provide direct input to the multi-staged CCHA Digital Transformation Business Case
- Deliver independent periodic reviews of the business case at the end of each stage/tranche, providing an assurance assessment for the SRO
- Act as a critical friend, providing independent support and advice to the SRO, and the programme leadership team regarding ongoing viability, strategic alignment, and ROI/payback periods of the Programme
- Provide advice on the Programmes approach to benefits identification, qualification, measuring, tracking and monitoring methodologies, practices and documented content
- Ensure design and delivery activity (Blueprint design, process modelling and re-engineering, technical configurations and deployments) is evidentially aligned to the target outcomes and benefits

### **Technical**

The Transformation Partner will:

- Provide the skills, knowledge and experience to perform a range of technical activities to ensure a successful outcome spanning the entire design and delivery cycle.
- Advise on the selection of appropriate technical solutions, utilising a wealth of past experience and knowledge in selecting technologies for the housing sector and/or in meeting similar requirements to CCHA's
- Conduct thorough assessments of the organisation's current technical architecture and its composition, including the determination of specific technical transitional requirements (Analysing existing systems, data, and workflows to understand important migration-oriented requirements, where required)
- Analysing target business architecture, processes, and underpinning requirements, carrying out gap analysis, and producing or assuring technical specifications, including that of integration
- In collaboration with CCHA technical resource (IT Team), develop detailed technical specifications for new technologies, including hardware, software, network, and security related requirements
- Inform the definition of acceptance criteria for future technologies
- During the procurement process, evaluate prospective technology solutions based on requirements fit, technical specifications, performance, integration capability, scalability, security, and overall alignment with CCHA's target state
- Provide an informed expert assessment with regard to the viability of prospective solutions (including integration evaluation), through deployment of resource which possess the necessary skills, knowledge, and experience to make such an assessment
- Participate in technical demonstrations and proof-of-concepts for assessment and evaluation purposes.
- Assess overall vendor capabilities, technical expertise and support services



- Evaluate vendor proposals including technical documentation
- Developing detailed technical design documents, including system architecture, data architecture, infrastructure architecture (where required) and accompanying integration and implementation plans
- Provide support, as required, configuring procured solutions
- Provide expertise to inform the planning and execution of data migration and system integration, as required
- Provide data expertise to inform target data architecture, data models, and evolution of the CCHA data platform in readiness for transition to new technologies
- Provide machine learning and AI expertise, to ensure CCHA is able to exploit the opportunities the capabilities can provide in automating activity, or enabling our data to work for us
- Provide specialist test expertise to devise and deliver a tailored test strategy and methodology, including but not limited to unit testing, integration testing, user acceptance testing, destructive and stress testing, ensuring the technology meets performance, functionality, security, resilience, and reliability standards and requirements
- Support the planning and execution of the technology deployment(s), data migration(s), and go-live cutover phase(s)
- Support the management of technical risks and issues during delivery & deployment
- Facilitating knowledge transfer to CCHA colleagues and knowledge bases throughout, supporting the ongoing development of CCHA colleagues and the longer-term sustainability of CCHA's implementations and target outcomes

#### **Procurement and Contracting**

- Support the procurement and onboarding of additional partners and solutions. This will include market research, advice on the procurement strategy and evaluation process followed by the eventual onboarding of suppliers and solutions
- Inform the development of contracts with the chosen vendor(s)
- Support CCHA with supplier relationship management activity and advise, where appropriate, performance management and dispute resolution

#### **General Experience, skills, Knowledge and attributes the Transformation Partner will possess:**

- Proven track record of delivering customer focused transformation programmes whilst acting in a Transformation Partner capacity, within and outside the housing sector
- Proven track record of delivering programmes whilst working with and managing multiple external suppliers
- Knowledge of the housing sector including common systems, processes, and practices. Whilst also having good awareness of success and failures of transformation programmes within the sector
- An extensive network of contacts across the sector with organisations who have completed or are underway with a transformation programme and therefore able to encourage sharing of lessons learnt and collaborative thinking between CCHA and those organisations
- A range of highly skilled resources available at your disposal to support CCHA in plugging skills gaps required to deliver the Programme. This may include supplying ad-hoc resources that are unique in nature, in line with requirements of the programme plan, and also providing additional resilience for CCHA's existing resource pool with more resources that are typically standard in nature
- Demonstratable experience and capability to engage with a clients customer base and develop Customer Journey's/ experience as the desired outcome
- Experience of developing blueprints and target operating model designs
- Experience of process innovation, redesign and identification of candidates for automation opportunities
- Whilst not a technical expert in respect of prospective technical solution(s), have a solid background of software implementation and delivery

- Knowledge and Awareness of new technologies such as, but not limited to, RPA and AI

The following policies are applicable to the supplier :

- Media Handling Guide



Media Handling  
Guide.pdf

- Personal use of social media & social networking



Personal Use of  
Social Media & Soci

- Risk Management



Risk Management  
Strategy.pdf

- Whistleblowing



Whistleblowing  
Policy.pdf

- Safeguarding



Safeguarding  
Policy.pdf

- Acceptable usage & security awareness



Acceptable Usage  
and Security Aware

- Anti-Fraud



Anti Fraud  
Policy.pdf

- Anti-Money Laundering



Anti Money  
Laundering Policy.pr

- CCHA Values



CCHA Values.pdf

- Code of conduct (Declarations of interest, gifts and hospitality, and use of suppliers and contractors)



Code of Conduct -  
Guidance on Gifts &

- Data protection



Data Protection  
Policy.pdf

- E&D charter



E&D Charter.pdf

- Employing people with a criminal record



Employing People  
with Criminal Record

- Expenses and allowances



Expenses and  
Allowances.pdf

- Health & Safety



Health and Safety  
Policy Statement.pdf

- IT Security



IT Security  
Policy.pdf

**Schedule 2**  
**Supplier's Tender**

**Schedule 3**  
**Charges and payment**

**[TO BE INSERTED]**

## **Schedule 4**

### **Contract management**

#### **1. Authorised representatives**

- 1.1 The Association's initial Authorised Representative: Head of Transformation - Paul Foster
- 1.1 The Supplier's initial Authorised Representative: [INSERT DETAILS]

#### **2. Key personnel**

- 1.2 Digital Transformation Programme Senior Responsible Owner
- 1.3 Digital Transformation Programme Manager
- 1.4 Digital Transformation Project Delivery Lead

## **Schedule 5**

### **Change control**

#### **1. General principles**

- 1.1 Where the Association or the Supplier sees a need to change this Agreement, the Association may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this 0.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Association and the Supplier 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 Association and the Supplier 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 Supplier and the Supplier 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 0, shall be undertaken entirely at the expense and liability of the Supplier.

#### **2. Procedure**

- 2.1 Discussion between the Association and the Supplier concerning a Change shall result in any one of the following:
  - 2.1.1 no further action being taken; or
  - 2.1.2 a request to change this Agreement by the Association; or
  - 2.1.3 a recommendation to change this Agreement by the Supplier.
- 1.5 Where a written request for a Change is received from the Association, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Request signed by the Supplier to the Association within two working days of the date of the request.
- 1.6 A recommendation to amend this Agreement by the Supplier shall be submitted directly to the Association in the form of two copies of a Change Control Request signed by the Supplier at the time of such recommendation. The Association shall give its response to the Change Control Request within two working days.

- 1.7 Each Change Control Request shall contain:
  - 2.1.4 the title of the Change;
  - 2.1.5 the originator and date of the request or recommendation for the Change;
  - 2.1.6 the reason for the Change;
  - 2.1.7 full details of the Change, including any specifications;
  - 2.1.8 the price, if any, of the Change;
  - 2.1.9 a timetable for implementation, together with any proposals for acceptance of the Change;
  - 2.1.10 a schedule of payments if appropriate;
  - 2.1.11 details of the likely impact, if any, of the Change on other aspects of this Agreement including:
    - 2.1.11.1 the timetable for the provision of the Change;
    - 2.1.11.2 the personnel to be provided;
    - 2.1.11.3 the Charges;
    - 2.1.11.4 the Documentation to be provided;
    - 2.1.11.5 the training to be provided;
    - 2.1.11.6 working arrangements;
    - 2.1.11.7 other contractual issues;
  - 1.7.1 the date of expiry of validity of the Change Control Request;
  - 2.1.12 provision for signature by the Association and the Supplier; and
  - 1.7.2 if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this Agreement under clause 23.3 will be apportioned.
- 1.8 For each Change Control Request submitted by the Supplier the Association shall, within the period of the validity of the Change Control Request:
  - 1.8.1 allocate a sequential number to the Change Control Request; and
  - 1.8.2 evaluate the Change Control Request and, as appropriate:
    - 2.1.12.1 request further information;



1.8.2.1 accept the Change Control Request by arranging for two copies of the Change Control Request to be signed by or on behalf of the Association and return one of the copies to the Supplier; or

1.8.2.2 notify the Supplier of the rejection of the Change Control Request.

1.9 A Change Control Request signed by the Association and by the Supplier shall constitute an amendment to this Agreement.

## Change Control Request Form

### AGREEMENT CHANGE REQUEST FORM

<b>Title of Change</b>	
<b>Prepared by:</b>	
<b>Date:</b>	
<b>Change Request Number</b> <i>For internal completion</i>	

Requestor Information	
<i>Fill in with appropriate information or place an "X" next to those that apply:</i>	
<p>Type of Change:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>Scope <span style="float: right;">[ x ]</span></p>     <p>Budget <span style="float: right;">[ x ]</span></p> </div> <div style="width: 45%;"> <p>Schedule / Resources <span style="float: right;">[ ]</span></p>     <p>Quality <span style="float: right;">[ ]</span></p> </div> </div>	
<b>Proposed Change Description:</b>	<i>Provide information below about the requested change.</i>
<b>Description:</b>	
<b>Priority:</b>	<div style="display: flex; justify-content: space-around;"> <span><b>High</b> [ ]</span> <span><b>Medium</b> [ ]</span> <span><b>Low</b> [ ]</span> </div>

Requestor Information	
Fill in with appropriate information or place an "X" next to those that apply:	
Justification:	
Impact Summary of <u>Not</u> Implementing Proposed Change (i.e. 'Do Nothing' alternative):	
<p><b>Impact of the Change</b></p> <p>Please ensure the following are considered</p> <ul style="list-style-type: none"> <li>• Impact to timetable</li> <li>• The personnel to be provided</li> <li>• The charges</li> <li>• Documentation to be provided</li> <li>• Training to be provided</li> <li>• Working arrangements</li> <li>• Other contractual issues</li> </ul>	
Fill in with appropriate information or place and 'X' next to those that apply :	

Requestor Information			
<i>Fill in with appropriate information or place an "X" next to those that apply:</i>			
Project Delay	High [ ]	Medium [ ]	Low [ ]
Project Budget	High [ ]	Medium [ ]	Low [ ]
Project Resource	High [ ]	Medium [ ]	Low [ ]
Scope	High [ ]	Medium [ ]	Low [ ]
Quality	High [ ]	Medium [ ]	Low [ ]
Business Case	High [ ]	Medium [ ]	Low [ ]
Strategy	High [ ]	Medium [ ]	Low [ ]
<b>Alternatives:</b> <i>List all considered and why discounted</i>			

Initial Impact Analysis	
<i>This section is for internal completion</i>	
<b>Baselines Affected:</b>	
<b>Configuration Items Affected (e.g. product specifications):</b>	
<b>Impact on Cost:</b>	
<b>Impact on Schedule:</b>	
<b>Impact on Resources:</b>	
<b>Risk associated with implementing the change:</b>	
<b>Risk associated with not implementing the change:</b>	
<b>Final Review Results:</b>	

Review Results of the Change Request		
<b>Review Date:</b>		<b>Assigned to:</b>
<i>Action</i>		<i>Comments</i>
<b>Reject</b>	[ ]	
<b>Defer for further Impact Analysis</b>	[ ]	
<b>Approve</b>	[ ]	
If applicable, please detail how costs incurred by the parties if the change subsequently results in the termination of the agreement will be apportioned:		
<i>I have reviewed the information contained in this Change Request Form and confirm the above details:</i>		
CCHA Representative Name and Signature	Title	Date
Supplier Representative Name and Signature	Title	Date

## **Schedule 6**

### **Exit plan**

#### **Purpose of Schedule**

The Supplier is required to ensure the orderly transition of the Services to the Association or any replacement supplier (as applicable) in the event of termination or expiry of this Agreement. This Schedule describes the roles and responsibilities of the parties which are intended to achieve this, and the principles upon which the Exit Plan shall be based.

#### **Obligations during the Term to facilitate exit**

##### **1.10 During the Term, the Supplier shall:**

1.10.1 create and maintain registers of:

1.10.2 subcontracts and other agreements (including software licences) required to perform the agreement;

1.10.3 maintain copies of any subcontracts or other agreements referred to in the Registers.

1.11 Each party shall appoint a person for the purposes of managing the parties' respective obligations under this Schedule and provide written notification of such appointment to the other party within 3 months of the Commencement Date

#### **2. Exit Plan**

2.1 The Supplier shall, within 3 months of the Commencement Date , submit an Exit Plan to the Association which complies with the requirements of this Schedule.

2.2 The parties shall use their reasonable endeavours to agree the contents of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan within 10 Business Days of its submission, the matter will be dealt with in accordance with clause 14.

##### **2.3 The Exit Plan shall:**

2.3.1 address each of the issues set out in this Schedule to facilitate the transition of the Services from the Supplier to the replacement supplier or Association (as applicable) and ensure that there is no disruption in the supply of the Services and no deterioration in the quality of delivery of the Services;

- 2.3.2 detail how the Services will transfer to the replacement supplier or Association (as applicable) including, to the extent applicable, details of the processes, documentation, and data transfer, including that of any of its subcontractors;
- 2.4 provide a timetable for exit and compliance with the requirements of the Agreement. The Supplier shall review and, if appropriate, update the Exit Plan in a manner consistent with the principles set out in this Schedule:
  - 2.4.1 in the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed; and
  - 2.4.2 following any major change to the Services under the Agreement.
- 2.5 During the Exit Period, the Supplier shall comply with all of its obligations in the Exit Plan.

### **3. Exit Assistance**

During the Exit Period, the Supplier shall:

- 3.1 provide the Association or replacement supplier with access, during Business Hours, to:
  - 3.1.1 any information relating to the Services in the possession or control of the Supplier;
  - 3.1.2 such members of the Supplier's Personnel involved in the performance of the agreement and who are still employed or engaged by the Supplier

### **4. Payment for Exit Services**

The Supplier shall not be entitled to reimbursement of its costs incurred in providing the Exit Assistance

### **5. Transfer of contracts**

- 5.1 At least 10 Business Days before the Termination Date, the Supplier shall provide the Association with the up-to-date Register referred to in paragraph 1.10.2, identifying which contracts are used exclusively to deliver the Services .
- 5.2 The Association shall notify the Supplier at least 5 Business Days after receipt of the list pursuant to paragraph 5.1 which exclusive third party contracts, if any, the Association requires to be transferred to it or any replacement supplier.
- 5.3 The Supplier shall, at the Association's request and with the co-operation of the Association, procure the novation to the Association or replacement supplier (as applicable) of any transferring third party contracts notified to it under paragraph 5.2.

6. **REPORTS**

At least every 1 week during the Exit Period, the Supplier shall provide the Association with a report to confirm the progress of implementation of the Exit Plan.



## Schedule 7

### TUPE

1. The following definitions apply to this Schedule:

(a) **Losses:** losses, damages, liabilities (including any liability to taxation), claims, costs and expenses including fines, penalties, legal and other professional fees and expenses.

(b) **Successor:** a person who provides the Association with services similar to the Services (or some of them) in succession to the Supplier whether following termination of this Agreement or otherwise.

(c) **TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

2. If, on termination of this Agreement or on a Successor providing the Association with services similar to the Services (or some of them) in succession to the Supplier, any contract of employment relating to any person engaged in providing the Services has effect or is alleged to have effect as if originally made between the Association or any Successor and that person (**Relevant Person**), the following shall apply:

- (a) The Association will within 10 Business Days of becoming aware of that effect or alleged effect notify the Supplier.
- (b) The Supplier will use reasonable commercial efforts, within 10 Business Days of being so notified, to find suitable alternative employment for and make an offer of employment to the Relevant Person.
- (c) Unless the offer is accepted and the Supplier provides evidence to the Association and the Successor that the offer has been accepted within 15 Business Days of the notification referred to in paragraph 25.1(a), the Association or the Successor (whichever may be the transferee for the purposes of TUPE) may terminate (or purport to terminate) the contract of employment of the Relevant Person.
- (d) The Supplier will indemnify and keep the Association and any Successor against all Losses arising from or related to:
  - (i) such termination (or purported termination) of employment;
  - (ii) the costs of employing the Relevant Person from the date of transfer or alleged transfer to the date on which employment terminates;
  - (iii) any claim by the Relevant Person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Supplier or the termination of that employment;
  - (iv) any claim by the Relevant Person in respect of which the Association or the Successor incurs liability as a result of the actual or alleged operation of TUPE; and any claim relating to the failure by any person to comply with information and consultation obligations under TUPE

**.Schedule 8**

**Commercially sensitive information**

[DETAILS OF ANY SUPPLIER INFORMATION TO BE CLASSIFIED AS COMMERCIALY SENSITIVE]

## **Schedule 9**

### **Association's Premises and Assets**

3 Paternoster Row, Carlisle, Cumbria, CA3 8TT (Head Office)

Arcadia House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW (Newcastle Office)

Stoneleigh, Park End Road, Workington, Cumbria, CA14 4DN (Workington Office)



Schedule 10

**DATED**

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**DATA PROCESSING AGREEMENT**

between

**CASTLES AND COASTS HOUSING ASSOCIATION LIMITED**

and

**[PARTY 2]**

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## ANNEX

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This agreement is dated [DATE]

## PARTIES

**Castles & Coasts Housing Association Limited** registered under the Co-Operative and Community Benefit Societies Act 2014 under Registration Number RS007617 whose registered office is at 5 Paternoster Row, Carlisle, Cumbria CA3 8TT **(the Controller)**

[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(the Processor)**

## BACKGROUND

The Controller and the Processor entered into [ ] **(Master Agreement)** on [INSERT DATE] that may require the Processor to process Personal Data on behalf of the Controller.

This Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which the Processor will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors [and the General Data Protection Regulation ((EU) 2016/679)].

## AGREED TERMS

### Definitions and Interpretation

- The following definitions and rules of interpretation apply in this Agreement.

Definitions:

**Authorised Persons:** the persons or categories of persons that the Controller authorises to give the Processor written personal data processing instructions as identified in 0 and from whom the Processor agrees solely to accept such instructions.

**Business Purposes:** the services to be provided by the Processor to the Controller as described in the Master Agreement and any other purpose specifically identified in 0.

**Commissioner:** the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing:** have the meanings given to them in the Data Protection Legislation.

**Data Protection Legislation:** 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 (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party.

**EEA:** the European Economic Area.

**Records:** has the meaning given to it in Clause 12.

**Term:** this Agreement's term as defined in Clause 10.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.

The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

A reference to writing or written includes faxes and email.

In the case of conflict or ambiguity between:

any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;

the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and

any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

## **Personal data types and processing purposes**

The Controller and the Processor agree and acknowledge that for the purpose of the Data Protection Legislation:

the Controller is the Controller and the Processor is the Processor.

the Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Processor.



0 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Processor may process the Personal Data to fulfil the Business Purposes.

## **Processor's obligations**

The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Controller's written instructions. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Processor must promptly notify the Controller if, in its opinion, the Controller's instructions do not comply with the Data Protection Legislation.

The Processor must comply promptly with any Controller's written instructions requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

The Processor will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Controller or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires the Processor to process or disclose the Personal Data to a third-party, the Processor must first inform the Controller of such legal or regulatory requirement and give the Controller an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

The Processor will reasonably assist the Controller, at no additional cost to the Controller, with meeting the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.

The Processor must notify the Controller promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Processor's performance of the Master Agreement or this Agreement.

## **Processor's employees**

The Processor will ensure that all of its employees:

are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;

have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and  
are aware both of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

The Processor will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable domestic law on all of the Processor's employees with access to the Personal Data.

## **Security**

The Processor must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in 0. The Processor must document those measures in writing and periodically review them at least annually to ensure they remain current and complete.

The Processor must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

the pseudonymisation and encryption of personal data;

the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

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

a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## **Personal data breach**

The Processor will immediately and in any event without undue delay notify the Controller in writing if it becomes aware of:

the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Processor will restore such Personal Data at its own expense as soon as possible.

any accidental, unauthorised or unlawful processing of the Personal Data; or

any Personal Data Breach.

Where the Processor becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Controller with the following written information:

description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

the likely consequences; and

a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Processor will reasonably co-operate with the Controller at no additional cost to the Controller, in the Controller's handling of the matter, including but not limited to:

assisting with any investigation;

providing the Controller with physical access to any facilities and operations affected;

facilitating interviews with the Processor's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;

making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Controller; and

taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

The Processor will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Controller's written consent, except when required to do so by domestic law.

The Processor agrees that the Controller has the sole right to determine:

whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Controller's discretion, including the contents and delivery method of the notice; and

whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

The Processor will cover all reasonable expenses associated with the performance of the obligations under clause 0 to clause 0 unless the matter arose from the Controller's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Controller will cover all reasonable expenses.

The Processor will also reimburse the Controller for actual reasonable expenses that the Controller incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Processor caused such, including all costs of notice and any remedy as set out in Clause 0.

### **Cross-border transfers of personal data**

The Processor must not transfer or otherwise process the Personal Data outside the UK without obtaining the Controller's prior written consent.

### **Subcontractors**

The Processor may only authorise a third-party (subcontractor) to process the Personal Data if:

the Controller provides written consent prior to the appointment of each subcontractor;

the Processor enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Controller's written request, provides the Controller with copies of the relevant excerpts from such contracts;

the Processor maintains control over all of the Personal Data it entrusts to the subcontractor; and

the subcontractor's contract terminates automatically on termination of this Agreement for any reason.

Those subcontractors approved as at the commencement of this Agreement are as set out in 0. The Processor must list all approved subcontractors in Annex A and include any subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.

Where the subcontractor fails to fulfil its obligations under the written agreement with the Processor which contains terms substantially the same as those set out in this Agreement, the Processor remains fully liable to the Controller for the subcontractor's performance of its agreement obligations.

The Parties agree that the Processor will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

## Complaints, data subject requests and third-party rights

The Processor must, at no additional cost to the Controller, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Controller as the Controller may reasonably require, to enable the Controller to comply with:

the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

information or assessment notices served on the Controller by the Commissioner [or other relevant regulator] under the Data Protection Legislation.

The Processor must notify the Controller immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

The Processor must notify the Controller within seven days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

The Processor will give the Controller, at no additional cost to the Controller, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

The Processor must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Controller's written instructions, or as required by domestic law.

## Term and termination

This Agreement will remain in full force and effect so long as:

the Master Agreement remains in effect; or

the Processor retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).

Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.

The Processor's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, the Controller may terminate any part of the Master Agreement involving the processing of the Personal Data effective immediately on written notice to the Processor without further liability or obligation of the Controller.

If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation either party may terminate the Master Agreement with immediate effect on written notice to the other party.

### **Data return and destruction**

At the Controller's request, the Processor will give the Controller, or a third-party nominated in writing by the Controller, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Controller.

On termination of the Master Agreement for any reason or expiry of its term, the Processor will securely delete or destroy or, if directed in writing by the Controller, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control

If any law, regulation, or government or regulatory body requires the Processor to retain any documents, materials or Personal Data that the Processor would otherwise be required to return or destroy, it will notify the Controller in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

The Processor will certify in writing to the Controller that it has deleted or destroyed the Personal Data within three days after it completes the deletion or destruction.

### **Records**

The Processor will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 0 (**Records**).

The Processor will ensure that the Records are sufficient to enable the Controller to verify the Processor's compliance with its obligations under this Agreement and the Data

Protection Legislation and the Processor will provide the Controller with copies of the Records upon request.

The Controller and the Processor must review the information listed in the Annexes to this Agreement at least once a year to confirm its current accuracy and update it when required to reflect current practices.

## **Audit**

The Processor will permit the Controller and its third-party representatives to audit the Processor's compliance with its Agreement obligations, on at least seven days' notice, during the Term. The Processor will give the Controller and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Controller. The assistance may include, but is not limited to:

- physical access to, remote electronic access to, and copies of the Records and any other information held at the Processor's premises or on systems storing the Personal Data;
- access to and meetings with any of the Processor's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
- inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.

The notice requirements in Clause 0 will not apply if the Controller reasonably believes that a Personal Data Breach has occurred or is occurring, or the Processor is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.

If a Personal Data Breach occurs or is occurring, or the Processor becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Processor will:

- promptly conduct its own audit to determine the cause;
- produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
- provide the Controller with a copy of the written audit report; and
- remedy any deficiencies identified by the audit within seven days.

At least once a year, the Processor will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.

On the Controller's written request, the Processor will make all of the relevant audit reports available to the Controller for review. The Controller will treat such audit reports as the Processor's confidential information under the Master Agreement.

The Processor will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Processor's management.

## **Warranties**

The Processor warrants and represents that:

its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;

it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;

it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and

considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:

- (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
- (ii) the nature of the Personal Data protected; and
- (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 0.

The Controller warrants and represents that the Processor's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Controller will comply with the Data Protection Legislation.

## **Indemnification**

The Processor agrees to indemnify, keep indemnified and defend at its own expense the Controller against all costs, claims, damages or expenses incurred by the Controller or for which the Controller may become liable due to any failure by the Processor or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.



Any limitation of liability set forth in the Master Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

## Notice

Any notice given to a party under or in connection with this Agreement must be in writing and delivered to:

For the Controller: Data Protection Officer 5 Paternoster Row, Carlisle Cumbria CA3 8TT

For the Processor: **[INSERT PROCESSOR DATA PRIVACY CONTACT]**

Clause 0 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.

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

Sign by (Name) for and on behalf of **Castles and Coasts Housing Association**

Signature

Signed by (name) for and on behalf of **[NAME OF Processor]**

Signature

## **Personal Data processing purposes and details**

### **Subject matter of processing:**

Add text here

### **Duration of Processing:**

Add text here

### **Nature of Processing:**

Add text here

### **Business Purposes:**

Add text here

### **Personal Data Categories:**

Add text here

### **Data Subject Types:**

Add text here

### **Authorised Persons:**

Add text here

### **Approved Subcontractors:**

List all approved subcontractors

## Security measures

Processor to insert description of its technical and organisational data security measures such as:

Physical access controls.

System access controls.

Transmission controls.

Data backups.

Encryption in transit

Encryption at rest

role-based access controls

Multi-factor authentication

Regular backups

Vulnerability scanning

Intrusion detection system

Intrusion prevention system

Firewall

Anti-virus

Business continuity plan