

**Dated 2025**

**HAMPSHIRE COUNTY COUNCIL**

**-and-**

**INTERNATIONAL RESCUE COMMITTEE, U.K.**

**AGREEMENT FOR THE PROVISION OF HAMPSHIRE RESETTLEMENT AND INTEGRATION SUPPORT SERVICE**

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Hampshire Resettlement and Integration Support Service Agreement

**THIS AGREEMENT** is

**BETWEEN**

1 **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ (the “**Council**”).

2 **INTERNATIONAL RESCUE COMMITTEE, U.K.** incorporated and registered in England and Wales with company number 03458056 whose registered office is at 100 Wood Street, 6th Floor, London, England, EC2V 7AN (the “**Service Provider**”).

**BACKGROUND**

A On 22nd May 2025, the Council advertised on the UK digital platform (reference 2025/S 000-024851), seeking expressions of interest from potential providers for the provision of a Resettlement and Integration Support Service.

B The Council has, through a competitive procurement process, selected the Service Provider to provide these services and the Service Provider is willing and able to provide the services in accordance with the terms and conditions of this Agreement.

C Full details of the Background to this Agreement can be found in the Specification at Schedule 1 (*Service Specification*).

* 1. DEFINITIONS
		1. In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

**ACCESSIBLE INFORMATION STANDARD** means the requirements and guidance which health and social care suppliers are required to comply with pursuant to Section 250 Health and Social Care Act 2012 available at: https://www.england.nhs.uk/ourwork/patients/accessibleinfo/ as may be amended from time.

**ACHIEVED KPI** means in respect of any Service in any measurement period, the standard of performance actually achieved by the Service Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service in Schedule 1 (Specification)).

**ADULT** means an individual aged 18 years old or above.

**AFFECTED PARTY** has the meaning given to it in clause 39.1.

**AGREEMENT** means this written agreement between the Council and the Service Provider consisting of these clauses and the attached Schedules.

**AGREEMENT PERIOD** means the period from the Commencement Date to:

the date of expiry of the Initial Term, or

following an extension pursuant to clause 2.2, the date of expiry of the Extension Period,

or such earlier date of termination of the Agreement in accordance with the Law or the provisions of this Agreement.

**AGREEMENT PRICE** means the charges levied by the Service Provider for the Services in accordance with the charges, invoicing methods and terms of payment as set out in this Agreement including Schedule 3 (Payment and Invoicing).

**AGREEMENT YEAR** means a period of twelve (12) Months commencing on the Commencement Date and/or each anniversary of the Commencement Date.

**APPLICABLE REGISTRATIONS** means registration with any Regulatory Body connected with the ability of the Service Provider to deliver the Services.

**APPROPRIATE PENSION PROVISION** has the meaning given to it in Schedule 6 (TUPE);

**ARMED FORCES COVENANT** means the covenant signed by the Council which can be found at the following link https://www.hants.gov.uk/community/armedforces/covenant.

**BRIBERY ACT** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**CALDICOTT GUARDIAN** means a senior person responsible for protecting the confidentiality of people's health and care information and making sure it is used properly.

**CHANGE OF CONTROL** shall have the same meaning as set out in Section 1124 of the Corporation Tax Act 2010.

**CHILD** means an individual aged 0 to 18 years old and "children" shall be construed accordingly.

**COMMENCEMENT DATE** means the 1st December 2025 or such other date as agreed in writing between the Parties.

**COMMERCIALLY SENSITIVE INFORMATION** means any Party's information that:

if disclosed, could prejudice the other Party's commercial interests and/or

constitutes a trade secret.

**CONFIDENTIAL INFORMATION** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA 2018.

**CONSENTS** means:

any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or

any necessary consent or agreement from any third party needed either for the performance of the Service Provider’s obligations under this Agreement or for the provision by the Service Provider of the Services in accordance with this Agreement.

**CONTROLLER, PROCESSOR, DATA SUBJECT, PERSONAL DATA, SPECIAL CATEGORY DATA, PERSONAL DATA BREACH, DATA PROTECTION OFFICER** shall take the meaning given in the UK GDPR.

**CONVICTION** means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988).

**COUNCIL DATA** means:

the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:

supplied or communicated to the Service Provider by or on behalf of the Council;

inputted into the Council's IT systems or the Service Provider’s IT system by the Council or the Council’s Representatives; or

which the Service Provider is required to access, generate, process, store or transmit pursuant to this Agreement, whether on the Council's IT systems or the Service Provider’s IT system; or

any Personal Data for which the Council is the Controller.

**COUNCIL EQUIPMENT** means the Council's equipment, plant, materials and such other items supplied and used by the Council in the performance of its obligations under this Agreement.

**COUNCIL'S PREMISES** means any premises made available from time to time to the Service Provider by the Council in connection with this Agreement.

**COUNCIL'S REPRESENTATIVE** means the person identified by the Council as being the person responsible for managing the overall relationship with the Service Provider.

**CQC** means the Care Quality Commission, the non-departmental public body of the government that is responsible for the regulation and inspection of health and social care services in England or any statutory successor regulatory organisation, details of which can be found at: https://www.cqc.org.uk/.

**DATA LOSS EVENT** means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any Personal Data Breach.

**DATA PROTECTION IMPACT ASSESSMENT** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**DATA PROTECTION LEGISLATION** (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018.

**DATA SUBJECT ACCESS REQUEST** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DBS** means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012.

**DEBARMENT LIST** means the list of Providers referred to in section 62 of the Procurement Act 2023.

**DEFAULT** means any breach of the obligations and terms of this Agreement of the relevant Party or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of this Agreement.

**DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN** means the business continuity and disaster recovery plan as set out in Schedule 4 (Disaster Recovery and Business Continuity Plan) as amended from time to time.

**DISPUTE** has the meaning given to it in clause 46.1.

**DPA 2018** shall mean the Data Protection Act 2018.

**ELIGIBLE EMPLOYEES** has the meaning given to it in Schedule 6 (TUPE).

**ENHANCED DBS & BARRED LIST CHECK** means an Enhanced DBS & Barred List Check (Child) or Enhanced DBS & Barred List Check (Adult) or Enhanced DBS & Barred List Check (Child & Adult) (as appropriate) and the Service Provider shall ensure that these meet the Council's Disclosure and Barring Service Policy.

**ENHANCED DBS POSITION** means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted as set out in the Council's Disclosure and Barring Service Policy.

**ENVIRONMENTAL INFORMATION REGULATIONS/EIR** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**EXTENSION PERIOD** has the meaning given to it in clause 2.2.

**FINANCIAL YEAR** means the period commencing on 1st April and concluding on 31st March in each year of the Agreement Period.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**FORCE MAJEURE EVENT** means any circumstance affecting a Party's performance of its obligations under this Agreement not within a Party's reasonable control including, without limitation:

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

epidemic or pandemic (excluding Covid19);

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;

nuclear, chemical or biological contamination or sonic boom;

any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

collapse of buildings, fire, explosion or accident; and

any labour or trade dispute, strikes, industrial action or lockouts; and

interruption or failure of utility service

but excluding any industrial dispute relating to the Service Provider or the Staff or any other failure in the Service Provider's or a Sub-Contractor's supply chain.

**FRAUD** means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Council.

**FUNDAMENTAL STANDARDS** means the fundamental standards published by the Secretary of State for Health under the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and the Care Quality Commission (Registration) Regulations 2009.

**GOOD INDUSTRY PRACTICE** means standards, practices, methods and procedures (as practised in the United Kingdom) and conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier, manager, operator or other person (as the case may be) engaged in a similar type of undertaking under this Agreement under the same or similar circumstances.

**INFORMATION** has the meaning given under section 84 of the FOIA.

**INFORMATION COMMISSIONER'S OFFICE** means the office of the Information Commissioner whose role is to uphold information rights in the public interest, and responsible for data protection in England, Scotland and Wales.

**INDIVIDUAL** means an Adult/Child/Young Person who has been assessed by the Council as requiring and is provided with Services under this Agreement as further described in the Specification. An Individual may also be referred to as a customer, client or a patient and where appropriate and where the context requires, be deemed, where that Individual does not have capacity, to be a reference to that Individual’s appointed representative or advocate or where the Individual is a Child/Young Person to their parent(s) or legal guardian.

**INDIVIDUAL EQUIPMENT** has the meaning given in clause 15.5.

**INITIAL TERM** means the period of three Years from the Commencement Date to 30th November 2028, or such earlier date of termination of the Agreement in accordance with the Law or the provisions of the Agreement.

**INSOLVENCY EVENT** in relation to the Service Provider:

any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);

a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged with seven (7) calendar days) upon the whole or any material part of the Service Provider’s assets;

a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding up of the Service Provider is passed;

ceasing or threatening to cease to carry on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 of the Insolvency Act 1986;

being an individual(s), has a bankruptcy order made against him or compounds with his creditor or comes to any arrangements with any creditors.

**INTEGRATION SUPPORT** **PLAN** means the document prepared by the Service Provider which sets out the particular requirements of the individual and their Outcomes as further described in the Specification.

**INTELLECTUAL PROPERTY RIGHTS** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**KPI** means key performance indicator, as more particularly described in Schedule 1 (Specification).

**LADO** has the meaning given in clause 10.5.

**LARGE SCALE ENQUIRY ("LSE")** means an overarching safeguarding enquiry undertaken by the Council which looks beyond single incidents or individuals to identify patterns of harm when concerns about organisational abuse or neglect are raised.

**LAW** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Service Provider is bound to comply.

**MANDATORY POLICIES** means the Council's policies listed in Schedule 1 (Specification), as amended by notification to the Service Provider from time to time.

**MODERN SLAVERY STATEMENT** means the statement found at https://documents.hants.gov.uk/aboutthecouncil/Modern-Slavery.pdf.

**MONTH** means calendar month.

**MSA OFFENCE** means an offence committed under the Modern Slavery Act 2015.

**MULTI AGENCY SAFEGUARDING POLICY** has the meaning given in clause 10.8.

**NATIONAL DATA GUARDIAN** has the meaning given at https://www.gov.uk/government/organisations/national-data-guardian/about.

**OFSTED** means the Office for Standards in Education, Children's Services and Skills Ofsted - GOV.UK (www.gov.uk).

**OUTCOMES** means the (a) Service outcomes as more particularly described in the Specification and (b) Individual outcomes for an Individual as set out in their Integration Support Plan.

**PARENT COMPANY** shall have the meaning as set out in Section 1162 of the Companies Act 2006.

**PARTY** means a party to this Agreement and the term Parties shall be construed accordingly.

**PERMITTED PURPOSE** has the meaning given to it in clause 26.2.1.

**PERSISTENT BREACH** means a Default which has occurred on three or more separate occasions within a continuous period of three (3) Months.

**PREVENT DUTY** means the Council's duty under the Counter Terrorism & Security Act 2015 to have due regard to prevent people being drawn into terrorism.

**PROCESSOR PERSONNEL** means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any sub-contractor of the Processor.

**PROCUREMENT ACT 2023** means the PA 2023 which received Royal Assent on 26 October 2023 and came into force on 24 February 2025, which applies to procurements (and their resulting contracts) started on and after 24 February 2025.

**PROHIBITED ACT** each of the following constitutes a "Prohibited Act":

to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

induce that person to perform improperly a relevant function or activity; or

reward that person for improper performance of a relevant function or activity

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;

committing any offence:-

under the Bribery Act;

under legislation creating offences concerning fraudulent acts;

at common law concerning fraudulent acts relating to this Agreement or any other agreement with the Council;

defrauding, attempting to defraud or conspiring to defraud the Council; or

committing an offence under sub-section (2) of section 117 of the Local Government Act 1972.

**PROTECTIVE MEASURES** means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under the Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

**RECTIFICATION PLAN** has the meaning given in clause 9.6.

**REGULATORY BODIES** means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and “Regulatory Body” shall be construed accordingly.

**REGULATORY STANDARDS** means any principle, rule or law the Service Provider is required to comply with as part of its registration to provide services.

**RELEVANT CONVICTION** means a Conviction that is relevant to the nature of the Services to be provided by the Service Provider.

**RELEVANT TRANSFER** means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of this Agreement.

**REMEDIATION NOTICE** has the meaning given to it in clause 38.2.

**REMEDIATION PLAN** means the plan agreed in accordance with clause 38.6 for the resolution of either any outstanding issues or the Service Provider’s Default.

**REMEDIATION PLAN PROCESS** means the process for resolving certain of the Service Provider’s Defaults as set out in clause 38.

**REPLACEMENT SERVICES** means any services that are fundamentally the same as any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Council internally or by any Replacement Service Provider.

**REPLACEMENT SERVICE PROVIDER** means any third party supplier of Replacement Services appointed by the Council from time to time.

**REPRESENTATIVES** means any employee, officer, worker, agent or supplier engaged by a Party in connection with the Services, including any Sub-Contractor.

**REQUEST FOR INFORMATION** shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

**SAFEGUARDING INQUIRY** means an inquiry under section 42 of the Care Act 2014.

**SAFEGUARDING AND GOVERNANCE TEAM** means Hampshire County Council Adults’ Health and Care Department quality assurance, improvement, and monitoring team.

**SCHEDULE** means a schedule attached to, and forming part of, this Agreement.

**SERVICE/SERVICES** means the service or services to be supplied by the Service Provider as specified and detailed in the Specification and the Service Provider's Tender.

**SERVICE FAILURE** means a failure by the Service Provider to deliver any part of the Services in accordance with the Target KPI.

**SERVICE PROVIDER** means the person, firm or company named above.

**SERVICE PROVIDER'S CONTRACT MANAGER** means the person identified by the Service Provider as the person responsible for managing the Service Provider’s overall relationship with the Council and delivery of the Services.

**SERVICE PROVIDER’S EQUIPMENT** has the meaning given to it in clause 15.1.

**SERVICE PROVIDER'S TENDER** means the details for delivery of the Services provided by the Service Provider as set out at Schedule 8 (Service Provider's Tender).

**SPECIFICATION** means the description of the Services to be supplied under this Agreement as set out in Schedule 1 (Specification).

**STAFF** means all persons employed by the Service Provider to perform its obligations under this Agreement together with the Service Provider’s locums, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement.

**SUB-CONTRACT** means any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

**SUB-CONTRACTOR** means the third parties that enter into a Sub-Contract with the Service Provider.

**SUB-PROCESSOR** means any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement.

**SUPPORT WORKER** means a person employed by the Service Provider to deliver the Services to a Individual and may also be referred to as a “key worker”.

**SUSPENSION NOTICE** has the meaning given in clause 34.9.

**TARGET KPI** means the minimum level of performance for a KPI which is required by the Council as set out against the relevant KPI.

**TERMINATION NOTICE** means any notice to terminate this Agreement which is given by either Party.

**TUPE/TUPE REGULATIONS** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.

**UK GDPR** means the UK General Data Protection Regulation.

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

**WARNING NOTICE** means a warning notice issued by the Council, a professional or Regulatory Body or other interested stakeholder to the Service Provider.

**WORKING DAY** means any day Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England.

**WORKING HOURS** means 8.00 am to 6.00 pm on any Working Day.

**WORKING TIME REGULATIONS** means the Working Time Regulations 1998, as amended by the Working Time (Amendment) Regulations 2003.

* + 1. The following rules of interpretation shall apply in this Agreement:
			1. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
			2. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
			3. reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
			4. words in the singular shall include the plural and vice versa;
			5. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
			6. reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
			7. reference to writing or written includes email;
			8. references to clauses and Schedules are to the clauses and Schedules of this Agreement, references to paragraphs are to paragraphs of the relevant Schedule;
			9. any phrase introduced by 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;
			10. if there is any conflict or ambiguity between any of the provisions in the main body of the Agreement and the Schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
				1. the clauses of the Agreement;
				2. the schedules to this Agreement other than Schedule 8 (Service Provider's Tender);
				3. Schedule 8 (Service Provider's Tender) and Schedule 7 (Clarifications) to this Agreement;

save to the extent that the standards or levels of Service set out in the Service Provider’s Tender exceed those set out in Schedule 1 (Specification), in which case, such higher standards or levels of performance set out in the Service Provider’s Tender shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only);

* + - 1. where the consent of a Party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed;
			2. reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time; and
			3. this Agreement shall be binding on, and endure to the benefit of, the Parties to this Agreement and its respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
		1. Any decision, act or thing which the Council is required or authorised to take or do under this Agreement may be taken or done by the Council’s Representative or any person authorised, either generally or specifically, by the Council to take or carry out that decision, act or thing, provided that upon receipt of a written request the Council shall inform the Service Provider of the name of any person so authorised.
		2. Where the consent of a Party is required under this Agreement such consent shall not be unreasonably withheld or delayed.
		3. The terms of this Agreement apply to the exclusion of any other terms (including the Council’s Purchase Order Terms and Conditions) that the Service Provider seeks to impose or incorporate, or which are implied by Law, custom, practice or course of dealing.
	1. AGREEMENT PERIOD AND EXTENSION
		1. This Agreement shall take effect on the Commencement Date and shall continue for the Agreement Period unless terminated earlier in accordance with this Agreement.
		2. The Council may extend this Agreement in whole or in part beyond the Initial Term by a further period or periods of up to two (2) years (each such extension together with any such extensions, being the "Extension Period"), up to a maximum Agreement Period of five (5) years. If the Council wishes to extend this Agreement, it shall give the Service Provider at least three (3) Months' written notice of such intention before the expiry of the Initial Term or before the end of any previous Extension Period (as the case may be).
		3. If the Council serves notice in accordance with clause 2.2 above then the Agreement Period shall be extended by the period set out in the notice.
		4. Any such Extension Period shall be on the same terms and conditions as under the Agreement unless otherwise agreed in writing by the Parties in accordance with clause 41 (Variation).
		5. If the Council does not wish to extend this Agreement beyond the Initial Term or any Extension Period (as applicable) this Agreement shall expire on the expiry of the Initial Term in accordance with clause 2.1 or the expiry of the relevant Extension Period (as applicable) and the provisions of clause 35 (Consequences of Expiry or Termination) shall apply.
	2. WARRANTIES AND SUFFICIENCY OF INFORMATION
		1. The Service Provider warrants that:
			1. the Council has delivered or made available to the Service Provider all of the information and documents that the Service Provider considers necessary or relevant for the performance of its obligations under this Agreement;
			2. it has satisfied itself before submitting its Service Provider's Tender and entering into this Agreement as to the accuracy and sufficiency of any information provided by the Council;
			3. it has satisfied itself as to the nature and extent of the risks assumed by it under the Agreement including the accuracy of the Agreement Price and other financial information stated by the Service Provider in the Service Provider's Tender, which shall (except in so far as is otherwise provided in the Agreement) cover all the Service Provider's obligations under the Agreement;
			4. it has obtained for itself all the necessary information as to risks, contingencies, and any other circumstances whatsoever which might reasonably influence or affect the Service Provider’s Tender;
			5. it has entered into this Agreement in reliance on its own due diligence;
			6. it has full capacity, authority and all necessary Consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;
			7. this Agreement is executed by a duly authorised representative of the Service Provider;
			8. there are no actions, suits or proceedings or regulatory investigations pending or, threatened against or affecting the Service Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Service Provider to meet and carry out its obligations under this Agreement;
			9. it will perform and procure the performance of its obligations under this Agreement in compliance with all applicable Laws;
			10. it has, and will continue to hold, all Consents and regulatory approvals necessary to fulfil its obligations under this Agreement;
			11. it shall discharge its obligations under this Agreement using personnel of the required skill, experience and qualifications and with all due skill, care and diligence and in accordance with Good Industry Practice;
			12. all information that it provides in connection with its obligations under this Agreement (save for information which originated with the Council) shall in all material respects be accurate, complete and not misleading;
			13. in entering into this Agreement, it has not committed any Fraud or fraudulent misrepresentation;
			14. it has not committed any Prohibited Act;
			15. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue; and
			16. neither the Service Provider nor any of its officers, employees, agents or Sub-Contractors has:
				1. committed an MSA Offence;
				2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
				3. is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
			17. in the three (3) years prior to the date of this Agreement:
				1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
				2. it has been in full compliance with all applicable securities Laws and regulations in the jurisdiction in which it is established; and
				3. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Service Provider's position as an ongoing business concern or its ability to fulfil its obligations under this Agreement.
			18. at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services:
				1. has a Relevant Conviction; or
				2. is barred from carrying out Regulated Activity.
		2. Except as may be expressly set out in the Agreement, the Council does not warrant the accuracy of any representation or statement of fact or law including, without limitation, the frequencies or volumes set out in the Specification or other tender document given to the Service Provider by the Council, its servants or agents at any time before the execution of this Agreement.
		3. Subject to clause 3.4, the Council shall not be liable to the Service Provider for any loss or damage which the Service Provider may sustain as a result of relying on any such other representation, statements, information or advice whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, as a result of any inaccuracy or misrepresentation of any information (in any case whether oral, written, express or implied) or any omission in respect thereof made or agreed to by any person (whether a party to this Agreement or not); and
		4. Clause 3.3 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by Fraud, for which the remedies available shall be all those available under Law.
		5. The Service Provider:
			1. warrants and represents that all the information and statements made by the Service Provider as a part of the procurement process, including without limitation the Service Provider'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 Council prior to execution of the agreement; and
			2. shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
		6. Each of the Parties hereby confirms that it has not relied on any written or oral representation, warranty or undertaking of the other in entering into the Agreement save for any such representation, warranty or undertaking expressly set out in this Agreement. This clause shall not apply so as to restrict the liability of any Party hereunder in respect of any Fraud or fraudulent misrepresentation.
	3. PRE-CONDITIONS
		1. On or before the Commencement Date and/or within twenty-eight (28) calendar days of a written request by the Council at any time the Service Provider shall:
			1. produce to the Council, for inspection, documentary evidence that the required insurances under clause 33 are properly in place, adequate and valid including (where relevant) evidence that any Sub-Contractors have (or will have) the appropriate required insurances under clause 33 in place;
			2. provide full details of any sub-contracting arrangements as detailed in clause 44 (Sub-Contracting);
			3. Not used
			4. provide evidence that Appropriate Pension Provision in respect of the Eligible Employees is in place, such evidence to be provided in accordance with the provisions of Schedule 6 (TUPE);
			5. produce evidence of any required registration for the provision of the Services with the applicable Regulatory Body;
			6. provide evidence of up to date and valid enhanced Disclosure and Barring Service certificates in respect of all Staff who will be engaged in the delivery of the Services;
			7. provide documentary evidence of all of Mandatory Policies as specified in Section 13 of Schedule 1 (Specification).
		2. If the Service Provider fails to comply with any of the provisions of clause 4.1, this shall constitute a material breach of a fundamental term of this Agreement and the Council may (without prejudice to any other right or remedy available to it) terminate this Agreement by written notice to the Service Provider having immediate effect.
	4. NOT USED
	5. SERVICES
		1. During the Agreement Period the Service Provider shall provide the Services from the Commencement Date with all reasonable care, skill, prudence and foresight and in accordance with:
			1. the provisions of this Agreement, including the Specification;
			2. the requirements of all Consents (which the Service Provider shall obtain, maintain and comply with at its own cost (unless otherwise agreed in writing with the Council);
			3. all applicable Laws (including but not limited to the Care Act 2014, the Mental Capacity Act 2005, the Children’s Act 2004, and the Modern Slavery Act 2015);
			4. Good Industry Practice and the Fundamental Standards;
			5. Mandatory Policies;
			6. the Target KPI; and
			7. all reasonable instructions of the Council’s Representative acting in good faith and in accordance with this Agreement.
		2. Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Consent, then the latter shall prevail, provided that the Service Provider has made all reasonable attempts to obtain a Consent in line with the requirements of this Agreement.
		3. The Service Provider shall as soon as practicable notify the Council’s Representative of any circumstance which may prejudice the Service Provider’s ability to perform all or part of the Services in accordance with this Agreement on either a temporary or permanent basis.
		4. Subject to clause 39 (Force Majeure) where the Service Provider is unable to perform either part or all any of its obligations under this Agreement on either a temporary or permanent basis then the Council may employ another supplier to provide that part of those Services and recover its additional costs (if any) reasonably and properly incurred in doing so from the Service Provider.
		5. Nothing in this Agreement shall prevent the Council from instructing another supplier to undertake part or all of the Services in particular where:
			1. the Service Provider is unable to respond for any reason, or
			2. the Council is entitled to suspend the Services in accordance with this Agreement.
		6. The Services will be available between the working hours of 0800 to 1800 hours Monday to Friday except Bank Holidays and in accordance with the provisions of the Specification. If out of hours provision is required, this would be by exception and with approval from the Council.
		7. The Service Provider will, for each Individual, be required to meet the Outcomes set out in the Specification.
		8. The Service Provider shall design a personalised service to meet the requirements of the Individual with the Individual and their representatives around their individual needs to meet the Outcomes. This will be set out in writing by the Service Provider in the Service Provider’s Integration Support Plan for the Individual, which will be provided to the Individual and if requested to the Council.
		9. The Council is purchasing fully managed Services and the Service Provider is responsible for the management of the delivery of the Services to the Individuals. This will include the day-to-day delivery of personalised Services, ensuring sufficient and appropriate staffing, continually reviewing and monitoring the delivery of the Services and alerting the Council to significant changes in Individual need or in the required provision of Services.
		10. If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services and are required for the proper performance or provision of the Services in accordance with this Agreement or are required or are reasonably necessary for the proper performance and provision of the Services, they shall be deemed to be included within the scope of the Services to be delivered and inclusive within the Agreement Price payable, as if such services, functions or responsibilities were specifically described in this Agreement.
		11. The Service Provider will undertake a risk assessment prior to an Individual’s arrival and with the Individual and their representative, where appropriate, and ensure there are clear policies and procedures for the management of risk, which are fully implemented through day-to-day practices.
		12. The Service Provider must not, unless under an emergency situation, deliver any Services to an Individual until they have received confirmation from the Council that it has been awarded this Agreement and that it may commence the Services.
		13. In some instances, the Services being delivered by the Service Provider will be one element of an overall service which the Individual is receiving. The Service Provider is required to fully co-operate with other suppliers to ensure the co-ordinated delivery of all services to an Individual and to ensure that quality standards are met.
		14. The Service Provider shall notify the Council within twenty-four (24) hours of any Regulatory Body directing an inquiry into or making an order of any kind in relation to the affairs of the Service Provider or issuing to the Service Provider any warning notices or suspension whether as a result of any misconduct or mismanagement on the Service Provider’s part or otherwise.
		15. The Service Provider must comply with all statutory and other provisions to be observed and performed in the provision of the Services and shall indemnify the Council against any claims arising from failure in compliance.
		16. The Service Provider shall, for the proper performance and management of the Services have in place, as a minimum, the policies listed in Appendix 1 of the Specification (Mandatory Policies) and shall ensure that the Service Provider Staff comply with the provisions of such Mandatory Policies.
		17. The Service Provider shall allow the Council or any person authorised by it, at all reasonable times to inspect, monitor or witness the provision of the Services or meet with the Service Provider Staff engaged in the provision of the Services.
		18. The Service Provider shall establish and maintain a documented quality monitoring system, which demonstrates that its obligations and responsibilities to Individuals are met and analysis of which informs the development of the Services as set out in Appendix 2 of the Specification (Safeguarding and Quality Assurance/Quality Outcomes & Contract Monitoring (QOCM).
		19. The quality monitoring system shall comply with the Fundamental Standards and cover all aspects of this Agreement.
		20. The quality monitoring system shall document the standards required, the method of attaining these, the frequency of reporting and audit procedures and shall have as integral, a method to take account of the views of Individuals and Staff, in accordance with the requirements of the Specification.
	6. KEY PERFORMANCE INDICATORS (KPI)
		1. Where any Service (or element of the Services) is listed in Schedule 1 (Specification) as being subject to a specific KPI, the Service Provider shall provide that Service in such a manner so as to ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI.
		2. If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within Schedule 1 (Specification).
		3. The Service Provider shall provide records of and management reports summarising the Achieved KPI as provided for in clause 21 (Agreement Management/Governance).
		4. Not used.
	7. NOT USED
	8. REGULATORY BODY REQUIREMENTS
		1. At all times during the Agreement Period the Service Provider shall maintain registration with the applicable Regulatory Body if required.
		2. If, at any time during the Agreement Period the Service Provider’s registration with the applicable Regulatory Body ceases for any reason the Service Provider shall, within twenty-four (24) hours, notify the Council with reasons for the same.
		3. Throughout the Agreement Period the Service Provider shall hold and maintain an “Outstanding” or “Good” Regulatory Body rating (or equivalent/replacement rating as may apply from time to time as determined by the Regulatory Body). The Service Provider shall notify the Council within five (5) Working Days in the event that its own rating falls below this requirement. Where upon the Commencement Date the Service Provider is awaiting its first inspection by the Regulatory Body and therefore has not obtained a Regulatory Body rating, upon such first Regulatory Body inspection an “Outstanding” or “Good” Regulatory Body rating must be achieved and thereafter the Service Provider must maintain such level of Regulatory Body rating for the remainder of the Agreement Period in accordance with this clause above. The Council reserves the right to undertake any quality monitoring visits until such time as the Service Provider has been inspected by the Regulatory Body and received the required Regulatory Body rating. In the event that upon such Regulatory Body inspection the Service Provider fails to achieve a “Good” or “Outstanding” rating the remaining provisions of this clause 9 will apply.
		4. In the event that the Service Provider’s Regulatory Body rating falls below the standards set out in clause 9.3 the Council shall be entitled to suspend the provision of the Services until such time as the Regulatory Body rating returns to a minimum of “Good” or for such other period as the Council considers appropriate in the circumstances.
		5. In the event that the Service Provider’s registration with the applicable Regulatory Body is suspended or terminated, or the Service Provider otherwise ceases to be registered with the applicable Regulatory Body, the Council shall be entitled to suspend the Service Provider’s provision of the Services (in whole or in part) until such time as the Regulatory Body registration is restored or to terminate this Agreement.
		6. In the event that the applicable Regulatory Body imposes any regulatory requirements on the Service Provider (including but not limited to where the Service Provider has achieved a rating from the Regulatory Body of ‘Requires Improvement’ or ‘Inadequate’) which requires an improvement action plan or rectification plan to be developed and implemented by the Service Provider (the "Rectification Plan”), a copy of the Rectification Plan shall be supplied to the Council at the point of submitting the document to the Regulatory Body (i.e. at the same time). The Service Provider shall inform the Council about progress towards compliance with the Rectification Plan at no less than monthly intervals, and within seven (7) calendar days of any change. The Rectification Plan may also be further monitored by the Council to ensure that sufficient progress is being made by the Service Provider and, where relevant, that an improved Regulatory Body rating is achieved by the Service Provider at the subsequent regulatory review.
		7. The Service Provider shall notify the Council of any enforcement action proposed by the Regulatory Body, including cancellation of registration, with immediate effect and follow this up by forwarding a copy of any such notice to the Council’s Representative.
		8. The Council shall be empowered, in its absolute discretion, to immediately, on giving written notice to the Service Provider, suspend the provision of the Services (in whole or in part) under this Agreement and to make alternative arrangements for delivery of the Services to any existing Individuals:
			1. if the Service Provider fails to implement a Rectification Plan in accordance with its terms;
			2. pending the successful implementation of the Rectification Plan;
			3. if the Service Provider has received an ‘Inadequate’ judgement from the applicable Regulatory Body; and

the Service Provider shall cooperate with any action in this respect and the Council will not incur any liability under this Agreement as a result of any such action and shall only be liable to pay the Service Provider an amount that reflects the reduced Services (if any) being delivered in which case the Agreement Price shall be varied accordingly for the period of the suspension.

* + 1. The Service Provider shall not resume provision of the Services until the Council notifies the Service Provider that it is satisfied that suspension of the Services is no longer required.
		2. If the agreed Rectification Plan does not remedy the breach the provisions of clause 34 (Termination and Suspension Rights) of this Agreement shall apply.
		3. The Service Provider acknowledges that ratings from the applicable Regulatory Body of ‘Requires Improvement’ or ‘Inadequate’ may also result in more regular performance monitoring from the Council.
		4. The Service Provider agrees that in addition to increased monitoring resulting from Regulatory Body, the Council also reserves the right to respond to any other information or feedback which identifies potential concerns or risks and to monitor the Services more frequently as considered appropriate by the Council.

**WARNING NOTICES**

* + 1. The Service Provider shall upon receipt of either a Warning Notice or notification of investigation or similar notice from any applicable Regulatory Body, Police, Home Office or any other professional or Regulatory Body or other interested stakeholder, or a Warning Notice from the Council immediately notify the receipt of the aforementioned Warning Notice or notification in writing to the following interested parties:
			1. as appropriate, any Individuals currently in receipt of a service directly affected by the matter in question and/or their carers, guardians, advocates or designated family member(s);
			2. the Council via the notices section in clause 56, Regulatory Body or other applicable professional or Regulatory Body; and
			3. other interested stakeholders including but not limited to other public bodies responsible for commissioning services from the Service Provider.
			4. In the event that the Council receives any written notification from a professional or Regulatory Body or other interested stakeholder concerning the Service Provider the Council reserves the right to issue an equivalent notice to the Service Provider and to carry out a risk assessment of the Service Provider, its premises, Staff and the Services.
	1. SAFEGUARDING
		1. The Parties acknowledge that the Service Provider, in delivering the Services pursuant to this Agreement, is carrying out a Regulated Activity with the Service Provider having ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006/Children Act 2006 (as applicable) is a Regulated Activity Provider.
		2. The Service Provider shall have systems and procedures in place to safeguard Children, Young People and vulnerable Adults from abuse, exploitation and neglect, including but not limited to those referred to in this clause 10.
		3. The Service Provider shall have in force and shall maintain a safeguarding Children’s, Young People and vulnerable Adults policy which shall set out and require compliance by its Staff with the obligations detailed in this clause 10 and the principles and procedures laid down in the policies cited in the following clause 10.4 in order that there can be effective joint action to protect Children, Young People and vulnerable Adults from abuse.
		4. The Service Provider shall hold a copy of, be familiar with and comply with the Hampshire Safeguarding Adults Board’s Hampshire (https://www.hampshiresab.org.uk/), IOW, Portsmouth and Southampton 4LSAB Multi-Agency Safeguarding Adults Policy and Guidance (https://www.hampshiresab.org.uk/professionals-area/hampshire\_4lsab\_multiagency\_safeguarding\_adults\_policy\_guidance/)] and the Local Safeguarding Children Board Partnership policy and procedures (HIPS Safeguarding Children Procedures) (https://hipsprocedures.org.uk/) recognising the duty that all suppliers have to safeguard [adults as set out in the Care Act 2014 and statutory guidance and to safeguard children as laid out in the Government guidance ‘Working Together to Safeguard Children 2018’ (https://www.gov.uk/government/publications/working-together-to-safeguard-children--2).

These policies can be viewed at:
http://www.hampshiresab.org.uk/professionals-area/hampshire\_4lsab\_multiagency\_safeguarding\_adults\_policy\_guidance/
https://www.hampshirescp.org.uk/
http://www.workingtogetheronline.co.uk
and collectively known as “Multi-Agency Safeguarding Policy”.

* + 1. A copy of these documents shall be held by all Service Provider Staff and the Service Provider shall ensure that its Staff, understand and comply with the Chapter 2 Section 7 of the guidance, as previously referred to in clause 10.4, regarding notification of allegations to the Local Authority Designated Officer (“LADO”).
		2. Where an allegation has been made against the Service Provider’s Staff, the Service Provider shall refer to the Hampshire, Isle of Wight, Portsmouth and Southampton (HIPS) safeguarding children procedures manual at: https://hipsprocedures.org.uk/lkyyst/adults-who-pose-a-risk-of-harm-to-children/allegations-against-staff-or-volunteers/#s3807, as may be updated from time to time, and contact the relevant LADO for the Council.
		3. The Service Provider shall have internal procedures in place and a robust safeguarding training programme for all Service Provider Staff (including, but not limited to agents, Sub-Contractors and volunteers) appropriate to their level of responsibility and respond effectively, efficiently and professionally to safeguarding concerns relating to all Individuals to whom they provide the Services. The Service Provider shall maintain appropriate records of Service Provider Staff training for the Council’s audit purposes and shall ensure all Service Provider Staff receive refresher training in respect of safeguarding as a minimum every two (2) years.
		4. The Service Provider shall ensure that its disciplinary procedures are compatible with the responsibility to protect Children, Young People and vulnerable Adults in line with the Multi Agency Safeguarding Policy. Decisions on whether or not to suspend an employee will be the responsibility of the Service Provider and must be fully documented by them and communicated to the Council in writing within twenty-four (24) hours of a decision.
		5. The Service Provider shall operate in accordance with the requirements of the Disclosure and Barring Service in relation to both checking potential staff and reporting concerns and the provisions of clause 18 (Disclosure and Barring Service Checks and Recruitment) shall apply.
		6. The Service Provider’s measures to safeguard Individuals shall include, but shall not be limited to:
			1. robust employment procedures including references and Disclosure and Barring Service checks (see clause 18 (Disclosure and Barring Service Checks and Recruitment) for further details on these);
			2. robust procedures and guidelines for the management of activities which could present risks of abuse;
			3. safeguarding procedures compatible with the policies and procedures detailed in clause 10.4 above, with a clear statement of rights and zero tolerance of abuse;
			4. up to date procedures for avoiding and responding to actual or suspected physical, sexual, psychological, financial or material abuse, discriminatory abuse, domestic abuse, organisational abuse, modern slavery, self-neglect and acts of neglect or omission with such procedures reviewed at least once every year;
			5. clear policies to deal with dangerous, exploitative or unsafe behaviour and practice and provide training to all the Service Provider Staff to develop appropriate skills and knowledge;
			6. a clear and well publicised whistle blowing policy and procedure and code of conduct for Staff;
			7. procedures that clearly state the response to any act of discrimination and harassment;
			8. protocol and systems for referral of Staff to Regulatory Bodies when there is evidence of misconduct that has harmed, or is likely to harm, Individuals;
			9. safeguarding training that promotes awareness of abuse and how to respond and report concerns;
			10. training for Staff that supports good practice in all areas described under policies and procedures; and
			11. clear and accessible information describing the service standards, how to complain and how to report abuse.
		7. The Service Provider shall co-operate with representatives of the Council in any investigation carried out in relation to the Council’s statutory duties including in respect of safeguarding Children, Young People and vulnerable Adults.
		8. In the event that a Safeguarding Inquiry is initiated by the Council it will be conducted in accordance with the Multi-Agency Safeguarding Policy. The Council may initiate a Safeguarding Inquiry without prejudice to any action anticipated to be taken by any applicable Regulatory Body. The Service Provider agrees and acknowledges that any action taken by any applicable Regulatory Body, which does not result in deregistration of the Service Provider, will not be binding upon the Council nor require the Council to conclude its own Safeguarding Inquiry. For the avoidance of doubt the Council shall be under no obligation to provide prior written or other notification of a Safeguarding Inquiry by the Council to the Service Provider. The Service Provider undertakes a duty to complete any Safeguarding Inquiries required by the Council and in partnership with the Council.
		9. The Service Provider undertakes to co-operate with any Safeguarding Inquiry which the Council, or other applicable professional or Regulatory Body may carry out into a complaint referred to them. This shall include:
			1. allowing any officer(s) involved in the Safeguarding Inquiry free access to Staff and Individuals to facilitate the swift and efficient conduct of the inquiry; and
			2. providing information about Individuals, to the Council, next of kin and general practitioners and to facilitate the communication with all involved and safeguarding of Individuals at risk.
		10. In the event that the Council acting reasonably decides in its absolute discretion that it is no longer in the interests of Individuals to continue to receive the Services, it may reallocate or transfer those Individuals to an alternative supplier and the Service Provider shall not interfere with or obstruct such a reallocation and the Council may terminate this Agreement (in whole or in part) in accordance with clause 34 (Termination and Suspension Rights).
		11. In the event that the Council through the course of a safeguarding investigation identifies that remedial action is required in respect of this Agreement, the Council will follow the procedures set out in clauses 9 (Warning Notices), 38 (Remediation Plan Process) and 34 (Termination and Suspension Rights) below

**SAFEGUARDING - LARGE SCALE ENQUIRIES (LSEs)**

* + 1. The Council shall respond to the most serious of circumstances where there is a high level of risk, alleged organisational abuse and/or complexity under a LSE.
		2. Where the Council conducts an LSE, the Service Provider shall:
			1. allow any officer involved in the enquiry free access to Staff, Individuals to facilitate the swift and efficient conduct of the enquiry;
			2. upon being informed by the Council that it is necessary to communicate with all Individuals (including self-funders), their next of kin, commissioners, and medical general practitioners, to assist the Council by supplying a full list of the same with contact details. The Council shall comply with the Data Protection Legislation in relation to any information supplied; and
			3. allow the Council and its officers free and unfettered access to any Individual believed by the Council to be at risk.
			4. write a letter to other commissioners who are in receipt of services from the Service Provider, including local authority’s and/or NHS organisations, detailing the LSE and what it entails. This may be a joint letter in consultation with the Council.
		3. The Service Provider shall immediately upon request provide such information and evidence as the Council may require to enable it to be satisfied that the obligations of this clause 10 (Safeguarding) and clause 18 (Disclosure and Barring Service Checks and Recruitment) have been met.
		4. The Service Provider shall co-operate, at no additional cost to the Council, with representatives of the Council in any investigation carried out in relation to the Council’s statutory duties including in respect of safeguarding vulnerable Adults, Children and Young People
	1. COMPLAINTS HANDLING
		1. The Service Provider shall maintain a system for receiving and investigating complaints and keeping details of how many complaints are received and how they are dealt with. The Service Provider shall:
			1. publicise the complaints procedure;
			2. ensure that complaints are promptly dealt with and that complainants receive a written statement of the Service Provider’s response; and
			3. ensure that complainants who are not satisfied with the Service Provider’s response are informed of their right to refer their complaints to the Council’s Representative.
		2. Upon reasonable request, the Service Provider shall supply the Council’s Representative with a copy of its complaints procedures and records relating to complaints made in relation to the Services and the Service Provider’s response.
	2. INDIVIDUAL INVOLVEMENT AND ACCESSIBLE INFORMATION STANDARD
		1. The Service Provider shall engage, liaise and communicate with Individuals, their carers (if applicable) and legal guardians (if applicable) in an open and clear manner in accordance with the Law (including, but not limited to, the Accessible Information Standards), Good Industry Practice and their human rights.
		2. The Service Provider shall obtain feedback from Individuals regarding the Services which may include carrying out Individual surveys and/or other forms of gathering such feedback and views of the Services as may be reasonably required by the Council in relation to the Services. The form (if any), frequency and reporting of such Individual feedback/surveys shall be as set out in the Specification or as otherwise agreed between the Parties in writing from time to time.
		3. The Service Provider where required shall review the responses from any Individual feedback/surveys undertaken in accordance with clause 12.2 and identify any actions reasonably required to be implemented by the Service Provider and shall implement such actions as soon as practicable. The Service Provider shall where required by the Council publish the outcomes and actions taken in relation to such Individual feedback/surveys.
		4. The Service Provider shall evidence to the Council the involvement of Individuals in the development of Services where applicable and shall provide to the Council without delay such evidence on the Council’s reasonable request.
		5. The Service Provider shall at all times comply with the Accessible Information Standards in identifying, recording, flagging, sharing and meeting the information and communication support needs of Individuals where those needs relate to a disability, impairment or sensory loss.
		6. The Service Provider will issue an information pack, in an accessible format in accordance with the Accessible Information Standards, to all Individuals, which will include details about the Service Provider, such as contact details; the agreed personalised service to be provided, how information will be recorded and shared; feedback and reviewing mechanisms; and the Service Provider’s complaints procedure.
		7. The Service Provider shall have in place and publish or publicly display an accessible communication policy which is in compliance with the Accessible Information Standards. The Service Provider shall provide a copy of the policy and evidence of its adherence with its own policy and the Accessible Information Standards, including but not limited to, evidence of identifying, recording, flagging, sharing of information and meeting of needs of relevant Individual’s, by no later than ten (10) Working Days following a written request of the Council demonstrating to the satisfaction of the Council that the requirements of clauses 12.5 and 12.7 are being met.
	3. WITHHOLDING AND/OR DISCONTINUATION OF SERVICES
		1. Except where required by Law, the Service Provider shall not be required to provide or to continue to provide the Services to any Individual:
			1. who in the reasonable professional opinion of the Service Provider is unsuitable to receive the relevant Services, for as long as such unsuitability remains; or
			2. who displays abusive, violent or threatening behaviour unacceptable to the Service Provider acting reasonably and taking into account the mental health of that Individual.
		2. If the Service Provider proposes not to provide or to stop providing the Services to any Individual under clause 13.1:
			1. the Service Provider must give the Council no less than 24 hours hours/calendar days written notice;
			2. where reasonably possible, the Service Provider must explain to the Individual, taking into account any communication or language needs, the action that it is taking, when that action takes effect and when that action will be reviewed, and the reasons for it (confirming that explanation in writing within five (5) Working Days);
			3. the Service Provider must tell the Individual of the right to challenge the Service Provider’s decision through the Service Provider’s complaints procedure and how to do so; and

provided that nothing in clauses 13.1 or 13.2 entitles the Service Provider not to provide or to stop providing the Services where to do so would be contrary to the Law.

* 1. NOT USED
	2. SERVICE PROVIDER'S EQUIPMENT AND TRANSPORT
		1. The Service Provider shall ensure that throughout the Agreement Period it supplies or makes available in good condition and in working order and within the Agreement Price all such resources and equipment as may be necessary for the proper provision of the Services including, without limitation, staff, labour, machinery, equipment, materials, transport and delivery facilities, consumables, premises, software, hardware and vehicles (the “Service Provider's Equipment”).
		2. The Service Provider shall ensure that all licence fees, consent fees, maintenance fees and royalties relevant to the Service Provider's Equipment used in the provision of the Services are paid and up to date throughout the Agreement Period and that the Service Provider's Equipment is properly maintained and replaced when necessary.
		3. The Service Provider shall maintain all Service Provider's Equipment's used in the performance of the Agreement in a safe condition so they are fit for purpose of delivering the Services and as a minimum comply with the requirements of this Agreement and in accordance with the manufacturer’s instructions (including all maintenance and servicing requirements), and must not be used or modified in such a way as to negate or diminish any warranty or insurance cover which may relate to the Service Provider's Equipment or create an additional risk to users of that equipment.
		4. The Service Provider shall not leave or store any Service Provider's Equipment at the Individual’s home without the prior permission of the Individual. Where any Service Provider's Equipment is left or stored at the Individual’s home, this shall be at the sole risk of the Service Provider and neither the Council or Individual shall have any liability to the Service Provider for, including but not limited to, any loss of or damage to such Service Provider's Equipment. On expiry or termination of the Agreement the Service Provider shall remove any of the Service Provider's Equipment stored or remaining at the Individual’s home.
		5. Where there is any equipment or materials at the Individual’s home which is owned by or hired or leased by or on loan to the Individual (“Individual Equipment”), the Service Provider shall not use any Individual Equipment in delivering the Services without first:
			1. ensuring Service Provider Staff have received appropriate training in the use of the Individual Equipment;
			2. ensuring the Service Provider Staff at all times, in using the Individual Equipment, comply with relevant manuals/instructions; and
			3. obtaining the prior written permission of the Individual and the Council.

Any use by the Service Provider of any Individual Equipment shall be at the sole risk of the Service Provider and neither the Council nor the Individual shall have any liability to the Service Provider.

* + 1. The Service Provider shall be liable to the Individual for any loss of or damage to any Individual Equipment used by the Service Provider in the delivery of the Services which arises directly from the act, omission, default or negligence of the Service Provider (fair wear and tear excluded) and the costs incurred by the Individual in repairing or replacing the same shall be recoverable from the Service Provider. The Service Provider shall not remove any Individual Equipment from the Individual’s home.
		2. Where the Services are to be carried out at the Individual’s home, the Service Provider Staff shall not use the Individual’s home for any purpose other than to provide the Services. The Service Provider Staff shall comply and co-operate with any reasonable directions of the Individual in respect of access, security arrangements or parking instructions.

**TRANSPORT**

* + 1. The Service Provider must ensure that for any transport they have been requested to provide for a Individual(s) is supplied in accordance with the Specification and these clauses 15.8 to 15.11.
		2. The Service Provider shall ensure that all Staff who drive their private vehicles in the course of their work and in delivering the Services hold a current driving licence and appropriate insurance cover which should include business use.
		3. The Service Provider shall accept and agree that it also has a responsibility to ensure that such vehicle(s) referred to in clause 15.9 above has valid vehicle tax and current MOT certificates.
		4. Where the Service Provider uses a minibus or any company vehicle to transport Individuals, the Service Provider shall comply with all statutory requirements and local guidelines for the operation of such vehicles.
	1. Not used
	2. SERVICE PROVIDER'S STAFF
		1. The Service Provider shall employ in and about the provision of the Services only such persons who are:
			1. of suitable character;
			2. suitably and appropriately qualified, trained, skilled and experienced in the area of work which they are to perform;
			3. covered by the Service Provider’s (and/or by the relevant Sub-Contractor’s) required insurances for the provision of the Services;
			4. if applicable, registered with and where required have completed their revalidations by the appropriate professional Regulatory Body; and
			5. appropriately supervised (including where appropriate through clinical supervision and rotation arrangements), managerially and professionally.
		2. The responsibility for all aspects of the employment of Staff including selection, recruitment, training, management, daily direction and control, supervision, grievance and discipline at all times rests entirely with the Service Provider.
		3. The Service Provider shall at all times be fully responsible for any Service Provider Staff registration requirements and the payment of all income or other taxes, national insurance contributions, or levies of any kind, relating to or arising out of the employment of any person employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability.
		4. The Service Provider shall ensure that its Staff:
			1. where specifically identified to the Council, will be assigned to provide the Services;
			2. are appropriately attired for the duties they are undertaking including, (where necessary) wearing protective clothing and footwear.
		5. The Service Provider shall employ sufficient persons to ensure that the Services required under this Agreement are provided at all times and in all respects in accordance with the Specification. The Service Provider shall ensure that a sufficient reserve of staff/personnel is available to provide the Services during staff holidays or absence through sickness or otherwise. The Service Provider shall be responsible for managing all aspects of staff cover. This obligation shall apply during all periods of statutory holiday.
		6. The Service Provider shall ensure that all Service Provider Staff and any other person employed in and about the provision of the Services is at all times sufficiently trained and properly instructed with regard to the Services and in particular:
			1. the tasks such person has to perform;
			2. the Outcomes and support needs for each Individual;
			3. all relevant provisions of this Agreement;
			4. all relevant policies, rules and procedures and standards of the Service Provider as set out in the Specification;
			5. all relevant policies, rules, procedures and statutory requirements concerning health and safety at work and able to identify risks or potential safety hazards;
			6. fire risks and fire precautions;
			7. the use of any specialist equipment required for the provision of the Services and in the moving and handling of equipment and people;
			8. the need to maintain the highest standards of hygiene, courtesy and consideration, underpinned by training and an understanding of their responsibilities in infection prevention and control;
			9. the need to recognise situations which may involve any actual or potential danger of personal injury to any person at the location and where possible without personal risk, to make safe such situations, and to report such situations to their manager; and
			10. the need to issue receipts and maintain accurate records for any monies handled during the delivery of the Services.
		7. The Service Provider shall ensure that its Staff:
			1. wear appropriate identification and on request, disclose their identity to the Individual, Council or any third party;
			2. other than as permitted by this Agreement, do not solicit or act in such a manner as to induce payment for performance of the Services;
			3. act in a courteous considerate manner and do not use foul or offensive language, bring offensive materials onto or consume intoxicating liquor or illegal drugs whilst on the Council's Premises, at the Individual’s home or providing the Services; and
			4. do not bring animals or unauthorised persons onto the Council's Premises or the Individual’s home except as expressly authorised by the Council or Individual’s social worker.
		8. The Service Provider shall ensure that all Service Provider Staff are sufficiently trained, instructed and assessed to meet the requirements of the Care Certificate of the Service Provider, or any amendments to these standards, within twelve (12) weeks of their employment.
		9. The Service Provider shall maintain a training plan and a record of training for all persons engaged in the delivery of its obligations under this Agreement. The Service Provider shall make the training plan and training records available to the Council upon request.
		10. The Service Provider shall maintain current and accurate records of the Service Provider Staff and any other persons who are engaged and who provide the Services. These records shall be open for inspection by the Council’s Representative at all reasonable times.
		11. The Council may, at any time, require the removal of any of the Service Provider Staff or other person(s) working on the Services from support, care or related duties during an investigation, in relation to Individual safeguarding matters or for any of the reasons set out in clause 17.15.1.4 below, into the conduct of that person, pending the outcome of the investigation. The Council shall not incur any liability under this Agreement as a result of any such removal (whether temporary or otherwise) made under this clause 17.11.
		12. Subject to clause 17.13 below, following an investigation under clause 17.11 above, the Council may require the Service Provider, by notice in writing, which shall include its reasons for the same, to remove from the provision of the Services any of the Service Provider Staff or other person(s) working on the Services specified by such notice. Where required, the Service Provider shall forthwith remove such person from the provision of the Services and immediately provide a replacement as appropriate to ensure that the Services are carried out in accordance with the Specification. Any person removed from work under the provisions of this clause 17.12 may not be employed subsequently in the provision of the Services without the prior written consent of the Council.
		13. The Council shall not require removal of any of the Service Provider Staff under clause 17.12 above unless it has given due consideration as to whether the Council would (if the individual concerned were an employee of the Council) take the same action against such person in the same or similar circumstances.
		14. The Council shall not be liable either to the Service Provider or to any Service Provider Staff in respect of any liability loss or damage occasioned by the operation of clauses 17.11 to 17.13 above and the Service Provider shall fully indemnify, and keep indemnified, the Council against any claim made by such an employee.
		15. The Council reserves the right to require the removal of any Service Provider Staff used by the Service Provider where:
			1. the Service Provider Staff:
				1. did not receive a clear Disclosure and Barring Service check or refuses to complete a Disclosure and Barring Service statement/application;
				2. notification is received from the Disclosure and Barring Service that the Service Provider Staff has been barred from working in a Regulated Activity;
				3. at any stage there is a disclosure of information that in the reasonable opinion of the Council renders the Service Provider Staff unsuitable for the work involved; and any such decision by the Council will be taken in compliance with the Rehabilitation of Offenders Act 1974;
				4. in the reasonable opinion of the Council:

is not performing the Services in compliance with this Agreement;

fails to comply with the requirements of clause 10 (Safeguarding);

is deemed to be guilty of misconduct or negligence;

is acting in a manner which is detrimental to the Council’s interests;

the Council considers their involvement is detrimental to the best interests of the Individual;

is not medically fit to perform the Services or provides a risk to the health of those with whom that person may come into contact during the provision of the Services;

indulges in inappropriate dress or language; or

does not treat the Individual and/or their home with due respect and courtesy.

* + 1. In the event that the Council becomes aware that the Service Provider Staff are working in excess of the limits set out in the Working Time Regulations, the Service Provider shall on request from the Council provide documentary evidence that those Service Provider Staff have voluntarily signed an opt-out form as permitted under the Working Time Regulations.
	1. DISCLOSURE AND BARRING SERVICE CHECKS AND RECRUITMENT
		1. The Service Provider shall comply with the requirements of the Specification in relation to staffing and the recruitment of Service Provider Staff.
		2. The Rehabilitation of Offenders Act 1974 does not apply and therefore all persons engaged by the Service Provider in the delivery of the Services under this Agreement are required to declare any previous Convictions.
		3. The Service Provider shall not employ, engage or use the services of any person in the delivery of the Services who:
			1. is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults or any other person, in the provision of any part of the Services involving a Regulated Activity or access to or unsupervised contact with children or vulnerable adults without the Council’s prior and express written consent; or
			2. discloses that they have a Relevant Conviction, or who is found by the Service Provider to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service procedures or otherwise), in the provision of any part of the Services involving access to or processing of financial data, or access to or processing of Personal Data or Special Category Data without the Council’s prior and express written consent.
		4. The Service Provider shall (and shall procure that its Sub-Contractors shall):
			1. ensure that all Service Provider Staff who, in providing the Services, will be engaged in the provision of a Regulated Activity is subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults’ barred list and the children’s barred list, as appropriate; and
			2. monitor the level (i.e. enhanced of standard) and validity of the checks under this clause 18.4 for each of the Service Provider Staff, and other persons engaged to provide or supervise the provision of the Services, with such updated clearance checks to be obtained at least one in every three (3) years and on such other occasions as is appropriate or otherwise required by the Council.
		5. The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 18 have been met.
		6. The Service Provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
		7. The Service Provider shall not allow any Service Provider Staff to work unsupervised until such time as a clear Disclosure and Barring Service check has been received.
	2. RE-TENDER/TUPE AND HANDOVER
		1. The Parties agree that the provisions of Schedule 6 (TUPE Schedule) shall apply to any Relevant Transfer of staff under this Agreement.
		2. The Service Provider shall provide the Council with the information set out in Schedule 6 (TUPE Schedule) and such other information and data as the Council may reasonably require to enable it to prepare the necessary documentation to carry out a procurement process or to appoint a Replacement Service Provider to provide the Services in place of the Service Provider.
	3. PAYMENT AND INVOICING
		1. In consideration of the Service Provider performing its obligations in accordance with the terms and conditions of this Agreement, the Council shall pay the Agreement Price to the Service Provider in accordance with the payment plan set out in Schedule 3 (Payment and Invoicing).
		2. The Service Provider shall not suspend performance under this Agreement if any payment is overdue unless it is entitled to terminate this Agreement under the terms of this Agreement.
		3. Where the Service Provider enters into a Sub-Contract for the purpose of performing this Agreement, it shall cause a term to be included in such Sub-Contract that requires payment to be made of undisputed sums by the Service Provider to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice, as defined by the Sub-Contract requirements. Where the Service Provider is late in making such payment the Service Provider shall report to the Council any late payment.
		4. The Service Provider shall invoice the Council for payment of the Agreement Price at the time the charges are expressed to be payable in accordance with Schedule 3 (Payment and Invoicing).
		5. The Council shall make payment of the Agreement Price within thirty (30) calendar days of receipt of a valid invoice submitted in accordance with Schedule 3 (Payment and Invoicing).
		6. Invoices which do not meet the requirements of Schedule 3 (Payment and Invoicing) will not be settled until receipt of an accurate invoice. The Council reserves the right to return an invoice that does meet the requirements of Schedule 3 (Payment and Invoicing).
		7. The Agreement Price is exclusive of VAT. If applicable, the Council will pay VAT at the rate and from time to time in the manner prescribed by Law.
		8. If any sum payable under this Agreement is not paid within thirty (30) calendar days of the due date, the Party to whom the same is due reserves the right to charge interest from the date due for payment to the actual date of payment in accordance with the Late Payments of Commercial Debts (Interest) Act 1998. No interest shall be payable on any amount that is the subject matter of a bona fide dispute between the Parties.
		9. Unless otherwise expressly agreed between the Parties, the Agreement Price and such other amounts expressed to be payable by the Council under this Agreement shall constitute the Council's entire payment liability to the Service Provider under this Agreement and the Service Provider hereby indemnifies the Council against any liability to any third party for costs or charges relating to performance of the obligations.
		10. The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this Agreement. Such records shall be retained for inspection by the Council for six (6) years from the end of the Agreement Year to which the records relate.
		11. The Agreement Price shall not be subject to indexation.

**GRATUITIES, GIFTS AND ADDITIONAL PAYMENTS**

* + 1. The Service Provider shall have in place policies and procedures regarding the receipt of tips, gratuities, gifts and rewards from Individuals and disclose such policies to the Council upon request.
		2. The Service Provider shall not, whether itself, or by any other person, solicit any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Services other than bona fide charges approved by the Council.
		3. The Service Provider shall not make any payment (in cash, gift or in kind) to employees of the Council or any other person who may be involved in an assessment of potential Individuals.
		4. For the avoidance of doubt the Service Provider shall not charge Individuals and Individuals must not pay for any Services delivered by the Service Provider under this Agreement unless the Council has agreed in writing otherwise.
		5. The Service Provider shall notify the Council of any Service Provider Staff being requested to act as power of attorney or appointment as receiver or independent mental capacity advocate in respect of any Individual.
		6. The Service Provider must ensure that the financial interests of the Individual are safeguarded in accordance with the Fundamental Standards. Written records of all transactions shall be maintained, and where Individual’s money is handled appropriate records and receipts shall be maintained. Any such records shall be made available to the Council upon on request.
	1. AGREEMENT MANAGEMENT/GOVERNANCE
		1. The Service Provider shall at all times properly manage and monitor performance of its obligations under this Agreement.
		2. The Service Provider shall appoint a Service Provider's Contract Manager to act on its behalf for all purposes connected with this Agreement, and any replacements to the Service Provider's Contract Manager shall be subject to the prior written approval of the Council’s Representative.
		3. Notices, information, instructions or other communications given to the Service Provider's Contract Manager by the Council shall be deemed to have been given to the Service Provider.
		4. The Service Provider shall ensure that at all times the Council’s Representative is provided with up-to-date contact details for the Service Provider's Contract Manager or any temporary or permanent replacement including name, work address, work and mobile telephone numbers.
		5. The Service Provider's Contract Manager or a duly authorised and competent representative of the Service Provider shall be available to meet the Council’s Representative at all reasonable times and shall provide such written reports as the Council’s Representative may reasonably require prior to such meetings or generally.
		6. The Service Provider shall compile and maintain such information as the Council may reasonably require so that the Council is able to monitor and evaluate the provision and performance of its obligations under this Agreement.
		7. The Service Provider shall have in place robust financial management systems and shall adopt sound accounting and other financial procedures to ensure effective and efficient running of its business and its continued financial viability.
		8. The Service Provider shall operate open book accounting so financial information is accessible to the Council at agreed frequency and format.
		9. During the Agreement Period, should the Service Provider change its registered name and/or address as defined above in the Service Provider’s party information it shall, within five (5) Working Days of changing its registered company name and/or address notify the Council of its new registered company name and/or address.
	2. STATUTORY FUNCTIONS
		1. Nothing in this Agreement shall prejudice or affect the Council’s rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.
	3. SOCIAL RESPONSIBILITY AND PREVENT
		1. In the performance of the Services and in its dealings with Council employees, customers and members of the general public, the Service Provider shall, as if it were a public body, comply and shall ensure that its representatives comply with:
			1. the Human Rights Act 1998;
			2. the Equality Act 2010 and all applicable Laws relating to equal opportunities and shall have an equal opportunities policy;
			3. the Council’s equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider; and
			4. the Council’s Modern Slavery Statement.
		2. The Council has signed the Armed Forces Covenant. In the performance of the Services and in its dealing with Staff, individuals and members of the general public, the Service Provider shall comply and ensure that its representatives comply with the Armed Forces Covenant. In particular, the Service Provider shall ensure that:
			1. those who have served in the past, and their families, should face no disadvantage compared to other citizens in the provision of public and commercial services;
			2. where appropriate, they take appropriate actions to support the transition from military to civilian life; and
			3. where appropriate, they work with partners to make efficient use of available resources to deliver the best possible outcomes for members of the armed forces community.
		3. The Service Provider shall take regard of the Prevent Duty. The Service Provider must not be engaged in any extremist activity or espouse extremist views. The Service Provider must:
			1. protect vulnerable people from being drawn into terrorism by having robust safeguarding policies in place to identify vulnerable people at risk, and intervening as appropriate;
			2. assess the risk of vulnerable people being drawn into terrorism, including support for extremist ideas that are part of terrorist ideology. This should be based on an understanding, shared with partners, of the potential risk in the local area;
			3. ensure that Staff have a good understanding of the Prevent Duty and are trained to recognise vulnerability to being drawn into terrorism and are aware of available programmes to deal with this issue (e.g. Channel);
			4. ensure Staff are aware of and know how to contribute to Prevent-related activity in their area where appropriate;
			5. ensure the Prevent Duty is considered in other relevant policies such as IT policies and use of premises.
	4. HEALTH AND SAFETY
		1. The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons in the performance of this Agreement.
		2. The Service Provider shall ensure that any information and data relevant to demonstrating its compliance with clause 24.1 above is made available to the Council on request. In addition, the Service Provider shall notify the Council immediately of any problems or deficiencies within their organisation relating to health and safety matters.
		3. The Service Provider shall notify the Council immediately in the event of any incident occurring in the performance of this Agreement where that incident causes any personal injury or damage to property that could give rise to personal injury.
		4. The Service Provider and any Sub-Contractor shall co-operate with the Council in any investigation into any incident reported to the Council, including providing access to any location, item of equipment, information or individual necessary for an effective and thorough investigation.
		5. Where the investigation into an incident identifies failings in compliance with health and safety legislation codes of practice and any matters set out in clause 24.1 above, the Service Provider shall take such steps as are necessary to fully address the failings.
		6. The Service Provider shall inform the Council of any Health and Safety regulatory intervention that impacts on or relates to the performance of its obligations under this Agreement.
		7. The Service Provider shall carry out a suitable and sufficient risk assessment prior to the commencement of Services for the relevant Individual. The purpose of this risk assessment is to ensure that all persons involved in the provision of the Services, including any persons providing the Services on behalf of the Service Provider who are not employees of the Service Provider, are sufficiently competent, receive sufficient training, and are provided with appropriate equipment and systems of work so as to ensure, so far as reasonably practicable, their health and safety and the health and safety of the Individual(s) and any other persons who may be affected by the way in which the provision of the Services is undertaken.
		8. The suitable and sufficient risk assessment shall record arrangements where there are significant risks and ensure there are practical control measures to reduce risks to Individuals and all persons engaged in the provision of the Service.
	5. INFECTION PREVENTION AND CONTROL
		1. The Service Provider shall, where applicable:
			1. meet the requirements detailed in the Health and Social Care Act 2008 Code of Practice on the prevention and control of infections (https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance) and related guidance and any other relevant national or local policies and guidance as they arise or as they may be updated from time to time. The Service Provider will be required to demonstrate to the Council compliance with the Health and Social Care Act 2008 and related guidance;
			2. ensure that all policies and procedures comply with current National Institute for Health and Care Excellence (“NICE”) guidelines, local and national, regarding infection prevention and control. Service Provider Staff should be familiar with, and as a minimum they must cover; hand hygiene; use of personal protective equipment; management of spillages of blood and/or body fluids; the action to be taken in the event of a splashing/sharps injury involving blood and/or blood stained body fluids; management of waste; decontamination of equipment and the environment;
			3. ensure all Service Provider Staff are trained in and aware of their role in infection control on induction and receive annual mandatory infection control updates. They will also be aware of the local resources/arrangements for accessing advice on the prevention and control of infection and for reporting infections and outbreaks of infection;
			4. ensure that if any Service Provider Staff are responsible for the care of Individuals with complex needs, for example invasive devices such as catheters, that they have the training and skills to manage and ensure good infection prevention and control standards;
			5. ensure that the Individual’s infectious status is documented, and this information is communicated if the Individual has different Support Workers providing the Services; and
			6. collaborate with the Councils’ Representative or any other officers of the Council to undertake root cause analysis of all healthcare associated infections and take action to prevent further incidences.
		2. The Service Provider shall have a nominated infection prevention and control lead that has undertaken additional relevant training. The infection and prevention control lead, will be:
			1. responsible for infection prevention and control within the organisation(s);
			2. aware of how to obtain specialist advice if problems occur; and
			3. disseminate information/training to Service Provider Staff.
		3. The Service Provider will ensure that Service Provider Staff are equipped to work safely, for example provided with alcohol hand gel and personal protective equipment.
	6. CONFIDENTIALITY/TRANSPARENCY
		1. The term "Confidential Information" does not include any information that:
			1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this clause); or
			2. was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party; or
			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; or
			4. was known to the receiving Party before the information was disclosed to it by the disclosing Party; or
			5. the Parties agree in writing is not.
		2. Each Party shall keep the other Party's Confidential Information confidential and shall not:
			1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (“Permitted Purpose”); or
			2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
		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:
			1. it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure; and
			2. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
		4. A Party may disclose Confidential Information to the extent required by Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction or in accordance with the Council’s obligations under the FOIA and Data Protection Legislation as set out in clauses 27 (Freedom of Information/Transparency) and 28 (Data Protection) below, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.
		5. The Service Provider acknowledges that the Council may, during the Agreement Period, be required by Law to publish certain information in relation to the Service Provider's performance against the KPI as set out in Schedule 1 (Specification) and where applicable any breach of the Agreement by the Service Provider and/or termination of the Agreement. The Service Provider shall render such assistance and co-operate with the Council to enable such publication; however, the Council shall, at its sole discretion, determine the information and data that it is required to publish and whether there is any confidential or commercially sensitive information to be redacted prior to publication.
		6. The Council, in line with the Government’s ongoing drive to open up the activities of the Public Sector to greater scrutiny, has prepared its transparency agenda and the Service Provider hereby agrees that, notwithstanding anything set out in this clause or elsewhere in this Agreement, the Council shall be entitled to publish this Agreement in whole or in part (including from time to time any agreed changes to the Agreement), in whatever form the Council may decide. The Service Provider further agrees that the Council may publish any payments made by the Council to the Service Provider under this Agreement.
		7. On termination of this Agreement, each Party shall:
			1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
			2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
			3. certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Law or any applicable governmental or regulatory authority.
		8. The Service Provider shall procure that each Sub-Contractor used by it in the provision of the Services under this Agreement executes a confidentiality undertaking in a form approved by the Council. The Service Provider shall immediately notify the Council of any notification it receives from a party to such an undertaking that it believes there to have been a disclosure of such information or of any reasonable suspicion it has that there has been a breach of such an undertaking.
		9. The provisions of this clause shall survive for a period of six (6) years from termination of this Agreement.
	7. FREEDOM OF INFORMATION/TRANSPARENCY
		1. The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR. The Service Provider shall:
			1. provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIR;
			2. transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
			3. provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request.
		2. The Service Provider acknowledges that the Council may be required under the FOIA and EIR to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Service Provider. The Council shall take reasonable steps to notify the Service Provider of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
		3. Notwithstanding any other term of this Agreement, the Service Provider consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIR.
		4. The Council may, prior to publication, consult with the Service Provider on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Service Provider shall assist and co-operate with the Council to enable the Council to publish this Agreement.
	8. DATA PROTECTION

27.1 Each party as a Data Controller will comply with its obligations under the UK GDPR and DPA 2018 when processing personal data, and not do anything to cause the other party to be in breach of it.

27.2 The Parties shall adhere to the Data Sharing Agreement as set out in Schedule 5 (Data Sharing Agreement) of this Agreement.

* 1. INDIVIDUAL RECORDS
		1. Subject to the provisions in Schedule 5 (Data Sharing Agreement), the Service Provider shall create, maintain, securely store and retain Individual records for all Individuals. The Service Provider shall retain such records for the periods of time identified in Law and securely destroy them thereafter in accordance with any applicable guidance.
		2. The Service Provider shall:
			1. use Individual records solely for the execution of the Service Provider’s obligations under this Agreement; and
			2. give each Individual full and accurate information regarding their care/treatment and Services received.
		3. The Service Provider shall at all times during the Agreement Period have a Caldicott Guardian and shall notify the Council of their identity and contact details prior to the Commencement Date. If the Service Provider replaces its Caldicott Guardian at any time during the Agreement Period, it shall promptly notify the Council of the identity and contact details for such replacement(s).

**NATIONAL DATA OPT-OUT**

* + 1. If applicable, the Service Provider shall have regard to the National Data Opt-Out.
		2. If applicable, the Service Provider must, and must ensure that its staff, servants, agents, Service Providers and Sub-Contractors, adopt, implement and comply with the National Data Guardian’s Data Security Standards (https://www.gov.uk/government/publications/data-security-and-protection-for-health-and-care-organisations) and any further guidance issued by the Department of Health and Social Care, NHS England and/or NHS Digital pursuant to or in connection with those standards, which is accessible via: https://digital.nhs.uk/services/national-data-opt-out/operational-policy-guidance-document.
	1. INTELLECTUAL PROPERTY RIGHTS
		1. Save as expressly granted under this Agreement, neither the Council nor the Service Provider shall acquire any right, title or interest in any Intellectual Property Rights vested in or licensed to the other Party prior to or independently of the performance by the relevant Party of its obligations under this Agreement.
		2. In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Service Provider or any Staff, agent or Sub-Contractor of the Service Provider:
			1. in the course of performing the Services; or
			2. exclusively for the purpose of performing the Services,

shall by virtue of this Agreement be vested in the Council on creation.

* + 1. The Service Provider shall indemnify (and keep indemnified) the Council 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 such liabilities have resulted directly from the Council’s failure properly to observe its obligations under this clause.
	1. AUDIT
		1. The Council reserves the right to audit the Service Provider's compliance with its obligations under this Agreement and the Service Provider must allow for audits by the Council or the Council's designated auditor.
		2. The Council shall during each audit comply with those security, sites, systems and facilities operating procedures of the Service Provider that the Council deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay performance of its obligations under the Agreement.
		3. Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council and the Council's auditors with all reasonable cooperation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:
			1. all information requested by the Council within the permitted scope of the audit;
			2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of its obligations under the Agreement;
			3. access to the Service Provider's systems; and
			4. access to Service Provider Staff.
		4. The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of its obligations under the Agreement against the applicable performance indicators at a level of detail sufficient to verify compliance with the performance indicators.
		5. The Council shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.
		6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material Default by the Service Provider, in which case the Service Provider shall reimburse the Council for all the Council's reasonable costs incurred in connection with the audit.
	2. LIABILITY AND INDEMNITY
		1. Subject to clause 32.2, the Service Provider shall indemnify and keep indemnified the Council against all actions, proceedings, claims, demands, liabilities, costs, expenses, damages and losses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:
			1. the Service Provider's breach or negligent performance or non-performance of this Agreement;
			2. any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Service Provider or Service Provider Staff;
			3. the enforcement of this Agreement;
			4. any breach of the warranties contained in clause 3;
			5. any breach of its obligations set out in clause 28 (Data Protection) and clause 26 (Confidentiality);
			6. any claim made by any employee or agent of the Service Provider, whether as to the terms of employment or any other matter;
			7. any breach of its obligations as set out in clause 10 (Safeguarding) and clause 17 (Service Provider’s Staff);
		2. The indemnity under clause 32.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Council are directly caused (or directly arise) from the negligence or breach of this Agreement by the Council.
		3. Subject to clauses 32.5.1 and 32.6, neither Party shall be liable to the other Party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
		4. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.
		5. Subject to clause 32.6, the Service Provider's total aggregate liability:
			1. is unlimited in respect of:
				1. the indemnities in respect of clause 28 (Data Protection), clause 30 (Intellectual Property Rights); and Schedule 6 (TUPE Schedule);
				2. the Service Provider's wilful default.
			2. in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement (other than a failure to pay any of the Agreement Price that is properly due and payable and for which the Council shall remain fully liable), is unlimited.
		6. Notwithstanding any other provision of this Agreement neither Party limits or excludes its liability for:
			1. Fraud or fraudulent misrepresentation;
			2. death or personal injury caused by its negligence, or that of its staff, agents or Sub-Contractors;
			3. breach of any obligation as to title implied by statute; or
			4. any other act or omission, liability for which may not be limited under any applicable Law.
		7. Nothing in this Agreement shall impose any liability on the Council in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Council to the Service Provider that may arise by virtue of either a breach of the Agreement or by negligence on the part of the Council or the Council’s employees, servants or agents.
		8. Where the Service Provider comprises more than one person the obligations and liabilities of the Service Provider under this Agreement shall be the joint and several obligations of those persons comprised in the Service Provider.
	3. INSURANCE
		1. The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this 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 Service Provider.
		2. The Service Provider shall effect and maintain in force the following insurance policies for the duration of this Agreement in relation to the performance of this Agreement:
			1. Employer’s Liability Insurance Policy of not less than five million pounds sterling (£5,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences;
			2. Professional Indemnity Insurance Policy of not less than two million pounds sterling (£2,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences. In respect of professional indemnity insurance, insurance policies shall be maintained in place for a minimum period of six (6) years following expiry of this Agreement;
			3. Public Liability Insurance Policy of not less than five million pounds sterling (£5,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences;
			4. Motor Insurance Policy which is unlimited for personal injury claims and not less than ten million pounds sterling (£10,000,000.00) for each and every claim for damage to property;
			5. Not used.
			6. where applicable to the Services to be delivered, medical malpractice/clinical negligence insurance with an adequate level of cover as determined by the Service Provider to be appropriate considering the nature and risks of the Services or as otherwise required by Law and which shall be in relation to any one claim, act, occurrence or series of claims, acts or occurrences arising from the Services.
		3. The Service Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
		4. If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Agreement, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
		5. The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liabilities arising under this Agreement.
		6. Where the Service Provider is delivering the Services using persons who are self-employed or otherwise not covered by the required insurances held by the Service Provider the Service Provider shall ensure that such persons have the requisite insurance to deliver the Services. For the avoidance of doubt, the Service Provider shall remain liable to the Council for all acts or omissions of any such persons irrespective of whether they personally hold the requisite insurance.
	4. TERMINATION AND SUSPENSION RIGHTS
		1. Without affecting any other right or remedy available to it, the Council may terminate this Agreement with immediate effect or on the expiry of the period specified in the Termination Notice, without liability to the Service Provider, by giving written notice to the Service Provider if one or more of the following circumstances occurs or exists:
			1. if the Service Provider is in material breach of this Agreement, which is irremediable;
			2. the circumstances referred to in clause 38.4 occur;
			3. a Persistent Breach has occurred;
			4. if there is an Insolvency Event;
			5. if there is a Change of Control of the Service Provider to which the Council reasonably objects, provided that the Council serves its Termination Notice within six (6) Months of the date on which the Service Provider informs the Council (by written notice) of the change of control or on which the Council otherwise becomes aware of the change of control;
			6. the Council reasonably believes that the circumstances set out in regulation 78(2) of the Procurement Act 2023 applies.
			7. the Service Provider commits a breach of clause 28 (Data Protection) or clause 26 (Confidentiality);
			8. the Service Provider fails to effect or maintain the required insurances under clause 33 (Insurance);
			9. the Service Provider fails to comply with or commits a breach of clause 23 (Social Responsibility and Prevent);
			10. the Service Provider commits a Prohibited Act or a Prohibited Act is committed by any of its Staff or Representatives or any person acting upon the Service Provider’s behalf, not acting independently of the Service Provider (in all cases whether or not acting with the Service Provider’s knowledge);
			11. the Service Provider makes an assignment or novation of this Agreement in breach of clause 45 (Assignment) or sub-contracts the Services or any part of the Services in breach of clause 44 (Sub-Contracting);
			12. the Service Provider, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
			13. the Service Provider persistently fails to respond to any request or requirement reasonably imposed or made by the Council in accordance with the provisions of this Agreement;
			14. the Service Provider commits a Default of this Agreement and:
				1. such Default is not remedied in accordance with the Remediation Plan Process set out in clause 38 (Remediation Plan Process for Default);
				2. the Parties fail to agree the Remediation Plan in accordance with clause 38.7;
				3. the Service Provider fails to implement or successfully complete the Remediation Plan in accordance with clause 38.9;
			15. the Service Provider:
				1. fails to maintain its registration with the applicable Regulatory Body and the registration ceases;
				2. fails to comply with the Rectification Plan agreed in accordance with clause 9.8;
				3. fails to comply with a Suspension Notice issued pursuant to clause 34.10;
				4. has failed to comply with the Multi-Agency Safeguarding Policy or otherwise fails to comply with the requirements of clause 10 (Safeguarding);
				5. fails to comply with clause 18 (Disclosure and Barring Service Checks and Recruitment);
				6. commits a breach of its fiduciary duties to the Individual;
				7. has been convicted or has accepted a caution for an offence under the provisions of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 and any subsequent amendments.
		2. Either Party may, during the continuance of a Force Majeure Event, terminate this Agreement if the circumstances in clause 39.4 arise.
		3. The Council shall be entitled to terminate this Agreement without cause (and without liability to the Service Provider) in whole or in part by giving to the Service Provider not less than six (6) Months’ notice in writing.
		4. The Service Provider shall be entitled to terminate this Agreement without cause (and without liability to the Council) in whole or in part by giving to the Council not less than six (6) Months’ notice in writing.
		5. The Council may give the Service Provider 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:
			1. set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council’s reasons for deciding to terminate on this basis;
			2. invite the Service Provider to make representations to the Council about the existence of the termination ground and the Council’s decision to terminate;
			3. specify the means by which, and the time by which, such representations must be made;
			4. insofar as it states the Council’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 Service Provider may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

**SUSPENSION**

* + 1. Without prejudice to any of the Council's rights under this Agreement, the Council, in its discretion but acting reasonably and taking into account the representations of the Service Provider, shall be entitled to suspend by notice in writing to the Service Provider part of the Services which it would otherwise be entitled to terminate pursuant to this clause until such time as the Service Provider is able to demonstrate that it is able to perform the Services to standard required as set out in this Agreement without Default.
		2. During the period of suspension in accordance with clause 34.6 the Council shall be entitled to abate the Agreement Price by such amount as is necessary for the Council to perform the Services itself or to engage a third party to do so.
		3. The Council’s rights under this clause are in addition and without prejudice to any right that the Council may have against the Service Provider for prior breach and to any right the Council may have against the Service Provider for the breach, default, negligence or event leading to the termination.
		4. The remedies of the Council under this clause may be exercised successively in respect of any one or more Defaults by the Service Provider.
		5. Notwithstanding clause 34.6, if:
			1. a right to suspend arises under clause 9 (Regulatory Body Requirements), clause 38 (Remediation Plan Process for Default), or clause 24 (Health & Safety);
			2. the Service Provider is in breach of clause 10 (Safeguarding);
			3. the Service Provider or any Service Provider Staff is suspected of having committed a Prohibited Act;
			4. the Service Provider’s circumstances change at any time during the Agreement Period, such that any of the exclusion grounds set out in Schedule 6 of the Procurement Act 2023 would apply; or
			5. the Council acting reasonably, proportionately and in good faith, considers that there are other sufficient grounds to justify the Service Provider’s suspension,

the Council may suspend the Service Provider’s provision of the Services (in whole or in part and without liability to the Service Provider) with immediate effect by giving notice in writing (“Suspension Notice”) to the Service Provider.

* + 1. If the Council serves a Suspension Notice on the Service Provider in accordance with this clause 34, the Services (in whole or in part) shall be suspended for the period set out in the Suspension Notice or such other period notified to the Service Provider by the Council in writing from time to time.
		2. A Suspension Notice issued by the Council shall state on the face of it that it is a Suspension Notice and shall set out the reasons why the Council considers suspension is necessary and include details of any actions or performance improvements required from the Service Provider including timescales for such improvement. The Service Provider shall be required to comply with the requirements of the Suspension Notice within the timescales set out in the Suspension Notice or such other timescale as may be agreed in writing between the Parties.
		3. In the event that the Service Provider fails to comply with the Suspension Notice to the Council’s reasonable satisfaction, the Council shall be entitled to terminate this Agreement in accordance with clause 34.1 (Termination).
		4. Without prejudice to the other rights or remedies of the Council, if the Service Provider receives a Suspension Notice the Council may reasonably increase its monitoring and/or contract management of the Service Provider for such period as the Council considers necessary. The Service Provider may not increase the Agreement Price to take account of any additional monitoring and shall promptly reimburse the Council for any additional direct costs reasonably and necessarily incurred by the Council in respect of any such additional monitoring.
		5. Notwithstanding the Council may have the right to terminate this Agreement, immediately without notice, the Council shall inform the Service Provider in the Termination Notice of the duration of the termination period during which it requires the Service Provider to continue to provide, and/or procure the provision of, some or all of the Services. The Council may extend or shorten such period by giving the Service Provider at least ten (10) Working Days' notice.
	1. CONSEQUENCES OF EXPIRY AND TERMINATION
		1. Termination shall be without prejudice to the rights and remedies of the Service Provider and the Council accrued before termination and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of termination.
		2. Upon the expiry or termination (for whatever reason) the Service Provider shall:
			1. forthwith cease to provide the Services;
			2. cease to make use of the Intellectual Property Rights (excluding any pre-existing IPR created before commencement or separate to this Agreement) in any way whatsoever;
			3. be liable immediately to compensate the Council for any loss or damage it has sustained in consequence of any breaches of this Agreement by the Service Provider;
			4. where the Agreement is terminated due to the Service Provider's breach, fully and promptly indemnify and compensate the Council against all loss and damage suffered by the Council by reason of such termination and without prejudice to the generality of this clause shall fully and promptly indemnify and compensate the Council in respect of the cost of obtaining such replacement Services as would have been performed by the Service Provider during the remainder of the Agreement Period to the extent that such cost exceeds the sums that would have been lawfully payable to the Service Provider for providing such Services (such costs to include but not be limited to all costs of exiting/re-procuring this Agreement and entering into new agreements with Replacement Service Providers). The Council shall be at liberty to have such Services provided by any persons (whether or not servants of the Council) as the Council in its entire discretion thinks fit and shall act reasonably but shall be under no obligation to employ the least expensive method of having such Services provided;
			5. not be entitled to any further payment under the Agreement and the Council shall be entitled to retain any payment which may have fallen due to the Service Provider before termination until the Service Provider has paid in full to the Council all sums due under this or any other agreement or to deduct such sums from any sum due from the Service Provider to the Council under this or any other Agreement;
			6. without prejudice to the Council's other rights under these clauses within ten (10) calendar days of termination at the Service Provider's own cost return to the Council or otherwise dispose of in accordance with the Council's instructions all and any:
				1. documents and other information and materials relating to the Services;
				2. Council Data (which data shall if necessary upon the Council's request be transferred in compatible form on to such computer system as the Council may request) (including back-ups); and
				3. Not used - Council Equipment
			7. make good to the Council any accounting discrepancy and/or loss or damage attributable to a Default by the Service Provider, its Staff, Sub-Contractors and agents.

**DUTY TO CO-OPERATE**

* + 1. The Service Provider shall co-operate fully with the transfer of responsibility for the Services (or any of the Services), to any Replacement Service Provider undertaking services the same or similar to the Services in accordance with clause 35.5:
			1. during the final six (6) Months of the Agreement Period or during the period of any notice of termination (whichever is the longer); and
			2. for a period of six (6) Months after the expiry or termination date of the Agreement (if reasonably required by the Council).
		2. Such co-operation referred to in clause 35.3 shall include:
			1. liaising with the Council and/or a Replacement Service Provider, and providing reasonable assistance and advice concerning the Services and their transfer to the Council or to such Replacement Service Provider;
			2. subject to the provisions of clause 26 (Confidentiality), providing to the Council and/or to a Replacement Service Provider all and any information concerning the Services which is required for the efficient transfer of responsibility for their performance; and/or
			3. access, during Working Hours, to such Service Provider Staff who have been involved in the design, development, and provision of the Services and who are still employed by the Service Provider,

provided that the Council and/or the Replacement Service Provider shall pay the reasonable costs of the Service Provider actually incurred in responding to requests for access under this clause 35.4 following expiry or termination of the Agreement unless this Agreement has been terminated by the Council pursuant to clause 34.1 in which event such costs shall be for the sole account of the Service Provider.

* + 1. The Service Provider shall use all reasonable endeavours to facilitate the smooth transfer of responsibility for the Services to a Replacement Service Provider or the Council (as the case may be) and the Service Provider shall not act at any time during the Agreement Period or thereafter in a way calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer (but this clause shall not prevent the enforcement by the Service Provider of any of its rights whether under this Agreement or otherwise).
	1. RECOVERY OF SUMS DUE
		1. The Council may set off any amount owed by the Service Provider to the Council against any amount due to the Service Provider under this Agreement or under any other agreement between the Service Provider and the Council.
		2. If the Council wishes to set off any amount owed by the Service Provider to the Council against any amount due to the Service Provider pursuant to clause 20 it shall give notice to the Service Provider within thirty (30) calendar days of receipt of the relevant invoice, setting out the Council's reasons for withholding or retaining the relevant Agreement Price (in whole or in part).
		3. The Service Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Service Provider.
	2. NOT USED
	3. REMEDIATION PLAN PROCESS FOR DEFAULT
		1. The Council’s Representative may investigate any case where the Service Provider has or appears to have committed a “Default”.
		2. Subject to clauses 38.3 or 38.9, if the Service Provider commits a Default and the Default is in the reasonable opinion of the Council, capable of remedy, the Council may not terminate this Agreement without first operating the Remediation Plan Process set out in this clause 38. If the Service Provider commits such a Default, the Council shall give notice to the Service Provider which shall specify the Default in outline and the actions the Service Provider needs to take with respect to remedying the Default (a “Remediation Notice”).
		3. The Council shall be under no obligation to initiate the Remediation Plan Process described in this clause 38 if it issues a notice to terminate this Agreement pursuant to clause 34 in the circumstances set out in clauses 34.1.1 (material breach) or 34.1.3 (Persistent Breach).
		4. Within ten (10) Working Days of receipt of a Remediation Notice, the Service Provider shall either:
			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
			2. inform the Council that it does not intend to submit a Remediation Plan, in which event the Council shall be entitled to serve a Termination Notice.
		5. The Council shall either approve the draft Remediation Plan within ten (10) Working Days of its receipt pursuant to clause 38.4.1, or it shall inform the Service Provider why it cannot accept the draft Remediation Plan. In the latter such circumstance, the Service Provider shall address all such concerns in a revised Remediation Plan, which it shall submit to the Council within ten (10) Working Days of its receipt of the Council's comments. If no such notice is given, the Service Provider's draft Remediation Plan shall be deemed to be agreed.
		6. Once agreed, the Remediation Plan shall form part of this Agreement and shall be subject to the terms and conditions of this Agreement and the Service Provider shall immediately start work on the actions set out in the Remediation Plan.
		7. If, despite the measures taken under clause 38.5, a Remediation Plan cannot be agreed within twenty (20) Working Days of receipt of the draft Remediation Plan pursuant to clause 38.4.1 then the Council may elect to end the Remediation Plan Process and serve a Termination Notice.
		8. If a Remediation Plan is agreed between the Parties, but the Service Provider fails to implement or successfully complete the Remediation Plan by the required remediation plan completion date, the Council may, at its sole discretion:
			1. terminate this Agreement by serving a Termination Notice; or
			2. give the Service Provider a further opportunity to resume full implementation of the Remediation Plan within such timescales as the Council determines; or
			3. take action to rectify the Default itself (including instructing an alternative service provider to rectify the same) and recover its additional costs of doing so from the Service Provider as a debt and without prejudice to any other of its rights under this Agreement; or
			4. escalate any issues arising out of the failure to implement the Remediation Plan under the dispute resolution procedure set out at clause 46 (Dispute Resolution).
		9. If, despite the measures taken under clause 38.8.2, the Service Provider fails to implement the Remediation Plan in accordance with its terms, the Council may elect to end the Remediation Plan Process and refer the matter for resolution by the dispute resolution procedure set out at clause 46 (Dispute Resolution) and/or serve a Termination Notice.
		10. The Council shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same Default as had previously been addressed in a Remediation Plan within a period of three (3) months following the conclusion of such previous Remediation Plan or the Default constitutes a material breach. In such event, the Council may serve a Termination Notice.
		11. The Council shall be empowered, in its absolute discretion, to immediately, on giving written notice to the Service Provider, suspend the Services, in whole or in part and/or to make alternative arrangements for the delivery of Services if:
			1. the Service Provider fails to implement a Remediation Plan in accordance with its terms; or
			2. pending the successful implementation of the Remediation Plan, and

the Service Provider shall cooperate with any action in this respect and the Council will not incur any liability under this Agreement as a result of any such action.

* + 1. The Council may adjust the timescales set out in this clause 38 to such other timescales as it considers reasonable in the circumstances and taking into consideration the nature of the Default.

**WARNING NOTICES**

* + 1. Without prejudice to the Council's other rights or remedies, if at any time the Service Provider has committed a Default then the Council may serve a Warning Notice on the Service Provider, within twenty (20) Working Days of the Council becoming aware of the relevant event, setting out the matters giving rise to such notice and containing a reminder to the Service Provider of the implications of such notice. Any such notice shall state on its face that it is a Warning Notice.
		2. If the Council undertakes an investigation in respect of the Service Provider’s Default in accordance with clause 38.13 the date at which the Council shall be deemed to be aware of the relevant event shall be the date upon which the investigation is concluded by the Council and a decision made as to whether the Service Provider has committed a Default. The Council shall then have the twenty (20) Working Days to serve a Warning Notice as set out in clause 38.13.
		3. Without prejudice to the other rights or remedies of the Council, if the Service Provider receives a Warning Notice the Council may reasonably increase its monitoring of the Service Provider until such time as the Service Provider has demonstrated, to the reasonable satisfaction of the Council, that it will perform (and is capable of performing) its obligations under this Agreement.
		4. The Service Provider may not increase the Agreement Price to take account of any additional monitoring and shall promptly reimburse the Council for any additional direct costs reasonably and necessarily incurred by the Council in respect of any such additional monitoring.
		5. The provisions of this clause 38 are without prejudice to the Council’s right to terminate this Agreement in accordance with clause 34 (Termination and Suspension Rights) of this Agreement.
	1. FORCE MAJEURE
		1. Provided it has complied with clause 39.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
		2. The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
		3. The Affected Party shall:
			1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than two (2) Working Days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
			2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
		4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) calendar days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving fourteen (14) calendar days' written notice to the Affected Party.
	2. DISASTER RECOVERY AND BUSINESS CONTINUITY
		1. The Service Provider shall ensure that it is able to implement the provisions of the Disaster Recovery and Business Continuity Plan at any time in accordance with its terms.
		2. The Service Provider shall test the Disaster Recovery and Business Continuity Plan on a regular basis, and in any event at least once every twelve (12) Months. The Service Provider shall give the Council at least five (5) Working Days' notice of each test and allow the Council to participate in them.
		3. Following each test, the Service Provider shall:
			1. send to the Council a written report summarising the results of the test; and
			2. promptly implement any actions or remedial measures which the Council considers to be necessary as a result of those tests.
		4. The Service Provider shall implement the Disaster Recovery and Business Continuity Plan if notified by the Council to do so.
		5. Following a Force Majeure Event, the Service Provider shall implement the Disaster Recovery and Business Continuity Plan. If the Service Provider suffers a Force Majeure Event that prevents or hinders the Service Provider's performance of its obligations in connection with the Disaster Recovery and Business Continuity Plan for a continuous period of more than thirty (30) calendar days, the Council may terminate the Agreement on written notice to the Service Provider.
	3. VARIATION
		1. No Variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
	4. CHANGES IN LAW
		1. If, due to any change in applicable Law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.
		2. In the event of a change in applicable Law as contemplated in clause 42.1 occurring, the Parties may modify this Agreement to give effect to the consequences of such change.
		3. If a change in applicable Law occurs, the Service Provider is obliged to take all reasonable steps to mitigate the adverse impact of such change in applicable Law upon the Agreement.
	5. COMMUNICATIONS
		1. The Service Provider shall not:
			1. make any press announcements or publicise this Agreement or its contents in any way; or
			2. use the Council'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 Council, which shall not be unreasonably withheld or delayed.

* 1. SUB-CONTRACTING
		1. The Service Provider shall not sub-contract any part of its obligations to perform the Services without the prior written approval of the Council.
		2. The Service Provider acknowledges that the Council giving the Service Provider consent to sub-contract will not relieve the Service Provider of its obligations under this Agreement and that the Service Provider will be responsible for the acts, omissions, defaults and neglect of any Sub-Contractor or any employee, agent or servant of any such Sub-Contractor, as if they were the Service Provider’s own acts, omissions, defaults and neglect. This will be the case even if as a condition of the Council giving consent, the Council requires the Sub-Contractor to agree directly that it will carry out all the Service Provider's obligations under this Agreement.
		3. Subject to clause 44.1, with respect to any of the obligations that the Service Provider proposes to sub-contract, the Service Provider shall provide the Council with full details of:
			1. the specific elements of the Services which it proposes to sub-contract;
			2. the scope of the proposed Sub-Contract;
			3. the identity, and to the extent known by the Service Provider, the qualifications, experience and financial standing of the proposed Sub-Contractor;
			4. how such arrangements shall enable the Service Provider to meet its obligations to provide the Services; and
			5. such further information as the Council may reasonably request.
		4. Where the Service Provider sub-contracts any of its obligations under this Agreement, the Service Provider shall remain the Council’s sole point of contact for all matters falling within the scope of this Agreement and shall procure that each Sub-Contractor complies with and is bound by the requirements of this Agreement as they apply to the Service Provider.
		5. The Service Provider shall procure that the Council and/or its auditors are permitted to review the financial records and data security policies of each approved Sub-Contractor to the extent relevant to the performance of the Services.
		6. Where the Service Provider enters into a Sub-Contract in connection with the Services it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement and shall procure that the Sub-Contractor complies with such terms.
		7. The use of agency staff by the Service Provider for the provision of any element of the Services will not constitute sub-contracting for the purposes of this clause 44, as the Service Provider will remain solely responsible for the delivery of the Services and the agency staff will be working under the Service Provider’s supervision, instruction and direction. Without prejudice to any other provisions of this Agreement, the Service Provider shall ensure and shall satisfy itself that any agency workers used by the Service Provider have the necessary employment and Disclosure and Barring Service checks, training, skills and expertise to deliver the Services on behalf of the Service Provider. The Service Provider will, under the principles of best practice, work to ensure that its use of agency staff kept to a minimum level.
	2. ASSIGNMENT AND MODIFICATIONS
		1. This Agreement is personal to the Service Provider and the Service Provider shall not assign, novate, transfer, mortgage, charge, sub-contract, or otherwise dispose of any of its rights or benefits under this Agreement or declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement other than:
			1. with the prior written consent of the Council, which consent the Council may in its absolute discretion refuse or grant on terms acceptable to the Council which may include but not be limited to;
				1. the proposed new supplier fulfilling the criteria for qualitative selection initially established during the original procurement of this Agreement;
				2. in respect of a novation:

the universal or partial succession of the Service Provider is due to corporate restructuring, takeover, merger, acquisition or insolvency;

there are no other substantial modifications to this Agreement and the proposed new supplier agrees to the terms and conditions of this Agreement;

the novation complies with Section 74 of the Procurement Act 2003 (or any equivalent or additional requirements contained in any successor legislation);

the Council is satisfied the proposed new supplier has the capacity (including but not limited to financial standing and resources) and is capable of delivering the Services,

the Council considers, acting reasonably, that such novation will not have an adverse effect on the provision of the Services or the reputation of the Council, and

provided that the Service Provider undertakes to pay all reasonable expenses incurred by the Council in connection with the proposed assignment or novation whether or not the assignment or novation is completed.

* + - 1. in circumstances permitted under Section 74 schedule 8 Paragraph 9 of the Procurement Act 2003.
		1. The Council may (and the Service Provider shall do all things necessary to assist the Council to) at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement provided that:
			1. the Council shall give prior written notice of any assignment or novation to the Service Provider; and
			2. such assignee or novatee shall have the legal capacity and sufficient financial resources to perform the obligations of the Council under this Agreement.
		2. The Parties acknowledge that a variation may result in reduced or additional services and supplies to the Council, alternatively, or in addition, the Parties may agree for the provision of reduced or additional services including in the following circumstances:
			1. where changes to Government funding or policies, or changing and updating of any local strategic aims and priorities occur or are necessary, the Council reserves the right to modify this Agreement including revision to any elements of the Specification and KPIs, the payment mechanism, and overarching support plan during the term of this Agreement to reflect the changes in order to ensure continuity of the service delivery;
			2. if geographical boundaries change, or demand in geographical areas increase or decrease, throughout the duration of the Agreement, the Council reserves the right to modify the Agreement to amend the geographical boundaries to ensure continuity of service delivery;
			3. in response to policy and/or Guidance issued by but not limited to Central Government, Regulatory Body and or Competent Body, which impacts upon the Resettlement Support Service delivery plans;
			4. if the current funding levels increase throughout the duration of the Agreement, the Council reserves the right to modify this Agreement including the Agreement Price and/or increase the Services to reflect the changes to ensure continuity of service delivery;
			5. if the current funding levels decrease, the Council reserves the right to review the annual Contract value and the Parties will review the Specification and agree any necessary modifications to the service as a result (including any decrease to the Services in order to ensure continuity of service delivery);
			6. where any developments, efficiencies and improvements are identified within the Services during the term of the Agreement, the Parties may modify this Agreement to reflect the changes to ensure service delivery;
			7. where during the period of this Agreement a change to the manner in which the Services are commissioned is required by operation of Local Government Law or policy through statutes, orders, regulations, instruments, guidance and directions made by the Secretaries of State for Housing, Communities, and Local Government, the Home Office, Defence, and Local Government respectively or others duly authorised pursuant to statute or other changes in the law which relate to the powers, duties and responsibilities of the Council and which have to be complied with, implemented or otherwise observed by the Council or Provider;
			8. In the unlikely circumstancesthat there are no new referrals to the Service over an 18 month period, the Council may enter into negotiations with the Service Provider regarding a change in the funding model. Changes will be at the Council’s discretion and may include:
				1. Further weighting of Resettlement Year 1 payments for new arrivals towards the start of this Resettlement Year.
				2. An additional payment to ensure that the Service Provider can continue to provide support that meets the requirements of the Service Specification.
		3. The Council shall notify the Service Provider of changes in the availability of funding for the Services and the required variation to the provision of the Services, including any variation required to reduce the Services required as a result of a reduction in external funding or to incorporate additional external funding that may become available to the Council during the Initial Term or Extension Periods for use on procuring the Services. In the event that a reduction to the Services is required under this clause:
			1. the Council shall provide to the Service Provider written notice of such reduction in Services, such notice to be at least of equivalent length to that provided to the Council by the funder less five (5) Business Days; and
			2. where relevant, termination provisions as set out in clause 34 shall apply for the termination of that part of the Services;
			3. where relevant, the Agreement Price may be reduced by an amount proportionate to the reduction in the Services provided.
	1. DISPUTE RESOLUTION
		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:
			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 Service Provider and the Council shall attempt in good faith to resolve the Dispute;
			2. if the Service Provider and the Council are for any reason unable to resolve the Dispute within thirty (30) calendar days of service of the Dispute Notice, the Dispute shall be referred to the senior manager of the Service Provider and the senior manager of the Council who shall attempt in good faith to resolve it; and
			3. if the senior manager of the Service Provider and the senior manager of the Council are for any reason unable to resolve the Dispute within thirty (30) calendar 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, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("ADR notice") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) calendar days after the date of the ADR notice.
		2. No Party may commence any court proceedings (in relation to the whole or part of the Dispute until fourteen (14) calendar days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
		3. If the Dispute is not resolved within fourteen (14) calendar days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of fourteen (14) calendar days, or the mediation terminates before the expiration of the said period of fourteen (14) calendar days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 57 (Governing Law and Jurisdiction).
	2. NO PARTNERSHIP/AGENCY
		1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party
		2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
	3. ENTIRE AGREEMENT
		1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
		2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
		3. Nothing in this clause shall limit or exclude any liability for Fraud.
	4. THIRD PARTY RIGHTS
		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.
		2. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.
	5. PECUNIARY INTERESTS
		1. Where a Service Provider has other business interests likely to be relevant to the needs of a Individual these must not be promoted to the Individual by the Service Provider or any of the Service Provider Staff in any way that limits choice or independence of the Individual.
	6. DECLARATION OF INTERESTS
		1. The Service Provider shall inform the Council in writing of any elected member of the Council or employee of the Council who is involved as an employee, director or member of a management committee of the Service Provider at any time throughout the Agreement Period.
	7. ENVIRONMENT
		1. In performing its obligations under this Agreement, the Service Provider shall take all reasonable steps to minimise its adverse impact on the environment. The Service Provider shall ensure that its operations comply with all applicable environmental Laws relating to waste disposal, emissions of greenhouse gases and the handling of hazardous and toxic materials and that it will, where applicable, only use packaging materials and equipment that comply with applicable environmental Laws.
		2. The Service Provider shall, upon request, demonstrate to the Council how it will contribute with regard to the Hampshire County Council Climate Change Strategy and Action Plan commitments by taking specific actions and making appropriate adaptations with the aim of reducing air pollution, mitigating the impact of climate change and severe weather, reducing use of single use plastics/ items made of expanded polystyrene or oxo-degradable plastics, reducing waste and water usage and promoting sustainable travel choices.
		3. The Service Provider shall have in place a suitable environmental management system for managing its environmental risks, the details of which shall be provided to the Council upon reasonable request.
	8. SEVERANCE
		1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
		2. If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
	9. WAIVER
		1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
	10. COUNTERPARTS
		1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.
		2. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take 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.
		3. No counterpart shall be effective until each Party has executed at least one counterpart.
	11. NOTICES
		1. Notices served under this Agreement are to be delivered to:
			1. for the Council: AS.Contracts@hants.gov.uk and
			2. for the Service Provider: REDACTED
		2. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:
			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
			2. sent by email to the address notified by such Party to the other Party from time to time.
		3. Any notice or communication shall be deemed to have been received:
			1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
			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 at the time recorded by the delivery service; or
			3. if sent by email, at 9.00 am on the next Working Day after transmission.
		4. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
	12. GOVERNING LAW AND JURISDICTION
		1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
		2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**IN WITNESS** whereof the Parties have executed this Agreement delivered on the date at the beginning of this document

Signed for and on behalf of

**HAMPSHIRE COUNTY COUNCIL**

Signed:

(Authorised Signatory)

Signed:

(Authorised Signatory)

Signed for and on behalf of

**INTERNATIONAL RESCUE COMMITTEE, U.K.**

Director Name of Director

Witness Signature Name of Witness

Witness Address

1. SCHEDULE 1 Specification



**SERVICE SPECIFICATION**

**For**

**Hampshire Resettlement and Integration Support Service**

**Service Specification for Hampshire Resettlement and Integration Support Service**

|  |
| --- |
| 1. **Brief Summary of Service**
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| * 1. To provide a resettlement and integration support service for Eligible Individuals (adults and children) relocating to Hampshire, under the UK Government Resettlement Programme which includes the Afghan Resettlement Programme (ARP) and the United Kingdom Resettlement Scheme (UKRS). The Service Provider may also be required to provide support to individuals who have resettled under Community Sponsorship, or transfer into the county under any eligible programme as defined by the UK Government Resettlement Programme, which may be subject to change.
	2. Whilst the caseload on Service Commencement Date is anticipated to be made up of Eligible Individuals living in independent accommodation, the Service Provider may also be required to provide Integration Support to Eligible Individuals living in Temporary or Transitional accommodation over the term of the contract.
	3. The Service Provider will provide the service in partnership with statutory and voluntary organisations and community groups who are actively involved in the resettlement of individuals in their area.
	4. The Service Provider must have a comprehensive knowledge of the UK Resettlement Programme and barriers to Integration and deliver a person centred and strength-based service that enables individuals to fully integrate into to the UK and supports the Council to safeguard them.
	5. The Service Provider will provide support across all scheme Resettlement Years depending on individual need and eligibility. To note, ARP is currently 3 years and UKRS is 5 years. This may be subject to change in accordance with UK Government Policy.
	6. The caseload will vary over the life of the contract and the Service Provider will be required to adjust staffing levels to meet increases or decreases in caseload over the contract term.
	7. Hampshire County Council is committed to supporting the UK Resettlement Programme. However, the number of individuals resettling into the area is dependent on the identification of suitable properties by Local Housing Authorities and/or the Ministry of Defence. Moreover, any decision to use Transitional Accommodation in the local area to accommodate Eligible Individuals would be made by the Home Office and the Local Housing Authority. As such, the Council can make no guarantees regarding the caseload beyond Year 1 of the contract.

  |
| 1. **Background and Context**
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| * 1. Hampshire County Council (“the Council”) is working in partnership with Borough, City and District Councils (Local Housing Authorities) across Hampshire to support individuals to resettle under the UK Government Resettlement Programme which includes the United Kingdom Resettlement Scheme (UKRS) and the Afghan Resettlement Programme (ARP).
	2. The UK Resettlement Scheme (UKRS) is the UK Government’s humanitarian commitment to Refugee resettlement and offers a safe and legal route for vulnerable Refugees in need of protection. This is a five-year scheme.
	3. In March 2025, the Afghan Resettlement Programme (ARP) brought together two existing Afghan resettlement schemes into a single, efficient pipeline. Existing schemes brought under the ARP include:
		1. The “Afghan Citizens Resettlement Scheme” (“ACRS”), is the UK Government’s scheme that seeks to prioritise for resettlement those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women’s rights, freedom of speech, and rule of law, or are vulnerable people, including women and girls at risk, and members of minority groups at risk (including ethnic and religious minorities and LGBT+). This scheme will resettle up to 20,000 people at risk. Spouses, partners, and dependent children under the age of 18 of identified eligible individuals will be eligible for the scheme. Other family members may be eligible in exceptional circumstances. ACRS is a three-year scheme.
		2. The “Afghan Relocations and Assistance Policy” (ARAP), provides support for Afghan citizens who worked for or with the UK Government in Afghanistan in exposed or meaningful roles and may include an offer of relocation to the UK for those deemed eligible by the Ministry of Defence and who are deemed suitable for relocation by the Home Office. Afghan citizens who are eligible for relocation to the UK under the ARAP may relocate with a partner, dependent children and additional family members who are also deemed eligible for relocation under the ARAP by the Ministry of Defence and suitable for relocation by the Home Office.ARAP is a three-year scheme.
	4. In addition to bringing all Afghan resettlement schemes under one programme, Lord Khan of Burnley and Luke Pollard MP (Minister for the Armed Forces), wrote to all local authority Chief Executives detailing plans for the programme and requesting that all Local Housing Authorities complete a template by the 4 April 2025 outlining in the broadest terms how each area will meet their regional allocation of Afghan over the period March 2025 to March 2026. This allocation includes settlement accommodation, as well as Afghan Transitional Accommodation (within hotels) and Ministry of Defence (MOD) accommodation. The response submitted by the 11 Hampshire Districts and Boroughs will support the County Council with future service planning for potential arrivals into the area.
	5. In addition to the UKRS and ARP, there are ‘Find Your Own Accommodation’ pathways, and Community Sponsorship arrangements where individuals may resettle in Hampshire. Resettlement for arrivals under these arrangements are in partnership with sponsors or via individuals finding their own accommodation. The schemes are uncapped and are dependent on the capacity of the sponsors who come forward or individuals successfully finding their own accommodation.
	6. Those who resettle under Government Resettlement Schemes are granted varying humanitarian protection giving them Indefinite Leave to Remain or Leave to Enter for up to 5 years with full recourse public funds, access to employment and in some cases rights to family reunion comparable to refugees. Arrivals are required to enrol their biometrics in order that an eVisa can be issued. For those with expiring Leave to Remain, at the end of the period, if they have not been able to return to their country of origin, they may be eligible to apply for settlement in the UK.
	7. The UK Government Resettlement Programme is subject change depending on UK Government Policy and the support service will be required to respond to communicated changes.
	8. Hampshire Borough, City and District Councils determine the number of properties available for resettlement in their area under the Government funded programmes.
 |
| 1. **Approach to Service**
 |
| * 1. The Service Provider will deliver a strengths-based and person-centred resettlement and integration support service, in partnership with the County Council and the Borough, City and District Councils and in connection with the voluntary sector to meet the specific needs of individuals resettling into the area. The Service will empower individuals to become independent in their lives in the UK, through the provision of support to develop their skills and to access services and opportunities that will help realise their full potential.
	2. Integration support will incorporate the outcomes in the domains included in the [Home Office Indicators of Integration framework 2019](https://assets.publishing.service.gov.uk/media/627cc6d3d3bf7f052d33b06e/home-office-indicators-of-integration-framework-2019-horr109.pdf).
	3. The Service Provider will manage all relevant consent and data sharing forms to enable the smooth running of the Service and enable engagement with all relevant parties, in line with the contract and UK Data Protection Legislation.
	4. The Service Provider must complete a full risk assessment prior to the arrival of an individual. This will be shared with the Council 5 working days before arrival and include proposed mitigations.
	5. Where sensitive issues (including safeguarding issues or incidents of domestic abuse, violence or criminality) are identified, the Service Provider will notify the Council’s Representative within 24 hours, setting out any referrals or action taken in response to the situation.
	6. The Service Provider will deliver the Service between 0800 hours and 1800 hours Monday to Friday, except Bank Holidays. If work out of hours is required to meet the needs of a supported individual(s), this will be by exception and as approved by the Council.
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| 1. **Hampshire County Council Strategic Aims and Priorities**
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|  **4a Key links** |
|  * [Serving Hampshire – Strategic Plan 2021 to 2025](https://www.hants.gov.uk/aboutthecouncil/strategiesplansandpolicies/corporatestrategy)
* [Adults Health and Care Strategy 2023](https://documents.hants.gov.uk/adultservices/AHC-Strategy2023.pdf)

 * [Joint Strategic Needs Assessment](https://www.hants.gov.uk/socialcareandhealth/publichealth/jsna)

 * [Strategy for the Health and Wellbeing of Hampshire](https://documents.hants.gov.uk/adultservices/AStrategyfortheHealthandWellbeingofHampshire-final.pdf)

 * [Public Health Strategy 2023-2026](https://www.hants.gov.uk/socialcareandhealth/publichealth/publichealthstrategy)

 * [Prevention Concordat for Better Mental Health](https://www.gov.uk/government/publications/prevention-concordat-for-better-mental-health-consensus-statement/prevention-concordat-for-better-mental-health)

 * [Mental Health Hampshire](https://www.hants.gov.uk/socialcareandhealth/publichealth/mentalwellbeinghampshire/mentalhealthsupport)
 |
|  **4b. Safeguarding Links** |
|  * [Hampshire Safeguarding Adults Board](https://www.hampshiresab.org.uk/)

 * [Hampshire Local Safeguarding Children Partnership](https://www.hampshirescp.org.uk/)

 * [Hampshire Safeguarding Children Links](https://www.hants.gov.uk/socialcareandhealth/childrenandfamilies/safeguardingchildren)

  |
| 1. **Scope**
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| * 1. The Service will be delivered across the 11 Hampshire District and Borough Council areas.
	2. Out of scope are Southampton, Portsmouth and the Isle of Wight. This may be subject to change during the term of the contract depending on changes in local government areas (Section 15).
	3. The location of households anticipated to require support by the Service at contract commencement are given below. This is subject to change.

|  |  |
| --- | --- |
| **Area**  | **Number of households**  |
| Basingstoke and Deane Borough Council | 6 |
| Eastleigh Borough Council | 8 |
| East Hampshire District Council | 6 |
| Fareham Borough Council | 8 |
| Gosport Borough Council | 4 |
| Hart District Council | 1 |
| Havant Borough Council | 10 |
| New Forest District Council | 4 |
| Rushmoor Borough Council | 5 |
| Test Valley Borough Council | 3 |
| Winchester City Council | 6 |
| **Total** | **61** |

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| 1. **Service to be Delivered**
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| **Welcome arrangements** * 1. Transport arrangements to accommodation will vary depending on whether an individual is arriving directly from abroad or is in Transitional Accommodation. When requested the Service Provider will meet and greet individuals arriving from UK airports and escort them to their accommodation.
	2. In other circumstances, transport to accommodation will be arranged by the Home Office. When individuals arrive at their accommodation, the Service Provider will provide basic information about the accommodation and local area, instructions on how to use the amenities, health and safety information (including how to contact emergency services) and provide an emergency contact point.
	3. The Service Provider must ensure that appropriate interpretation services are available.
	4. The Service Provider will ensure that all individuals receive a provisions/food arrival pack on their arrival. The content of this pack should consider the culture and nationality of the individual(s). An example is given in appendix 1.
	5. The Service Provider will provide an initial cash allowance of £200.00 per individual if they are not in receipt of benefits. This is to ensure individuals have sufficient funds whilst their claim for benefits is processed. This must be given to the individual promptly after arrival.
	6. The Service Provider will ensure relevant privacy notice and information sharing consent forms have been signed by the individual.

**Casework support*** 1. The Service Provider will ensure that all individuals are provided with a case worker who can provide person-centred advice and support.
	2. The Service Provider will ensure that all services are delivered in a strengths-based way that supports integration and independence.
	3. Casework must include but is not limited to:
		+ Collaboration with the Local Housing Authority/Ministry of Defence Housing representative (as applicable) to ensure individuals(s) have an appropriate tenancy agreement and are aware of their rights and responsibilities.
		+ Ensuring that the individual is registered with utility companies and that arrangements for payments are put in place (no pre-pay coin or card meter accounts).
		+ Support to access state benefits (universal credit/housing benefit/pension credit/child benefit/Personal Independence Payment) and information on income and the Benefit Cap as appropriate.
		+ Support to access the local Job Centre Plus / Department of Work and Pensions appointments for benefit assessments and job search assistance.
		+ Assistance with registration for e-visas as applicable.
		+ Assistance with immigration applications and issues in accordance with Immigration Advice Authority (IAA) and Office of the Immigration Services Commissioner (OISC) regulations and requirements where required.
		+ Support to ensure children are registered with local schools and colleges.
		+ Support to apply for and set up bank accounts and advice on budgeting as required.
		+ Support to register with and access primary care health services (GP and Dentist), and to access other healthcare to meet identified medical health needs.
		+ Advice around and referral to specialist services as required to meet individual needs, e.g. mental health services and adult social care.
		+ Support to make informed lifestyle decisions in areas which may impact their health and wellbeing.
		+ Ensuring that all adults are enrolled in English language (English for Speakers of Other Languages, ESOL) and literacy courses appropriate to their level of need. Where individual needs are identified, the Service Provider will put in place alternative language learning arrangements to meet these needs.
		+ Support to access to employment opportunities.
		+ Support with travel options and use of public transport services.
		+ Support to participate in community activities and build social networks.
	4. The Service Provider will develop a personal Integration Support Plan with each individual which will be reviewed when there is a change in need and at least every three (3) months. Individuals will have a personal Integration Support Plan in place for the duration of their time in the Service. These plans will document the progress of each individual and collated data used to measure the effectiveness of the overall service (section 11).
	5. The Service will be provided through home visits with individuals (in person or virtual) and other forms of contact as agreed with the individual. Visits may be daily in the weeks following arrival, moving to weekly and then at least quarterly for individuals nearing the end of their time within the Service. The frequency of visits and contact will be agreed with the individual and be documented in the Integration Support Plan.

**Year 2-5** * 1. Over years 2-5 it will be for the Service Provider and the individual to determine what support is required to for the individual to continue their journey towards integration and self-sufficiency.
	2. The Service will support individuals to achieve Integration Outcomes including but not limited to:
		+ Integration into local communities
		+ English language proficiency
		+ Engagement in education and training
		+ Progress towards and into employment
		+ Access and engagement with specialist services as required to meet individual need.
	3. The Service will ensure all support is tailored to the individual, gives consideration to barriers to integration and has due regard to Protected Characteristics.
	4. Where individuals are expected to continue to require support beyond the period that they are funded, the Service Provider will work with the Council to secure alternative support from other voluntary and community organisations, and statutory services where appropriate.
	5. The Service Provider will cease support, and payments will end for an individual if the individual:
* dies,
* leaves Hampshire to live in another UK local authority area,
* indicates that they no longer wish to receive support under the Schemes,
* indicates that they are leaving the UK permanently,
* applies for some other Immigration status within the UK, or
* otherwise leaves or becomes ineligible for the Schemes.
	1. Throughout all Resettlement Support Years, the Service Provider will ensure appropriate interpretation and translation services are available.

**Interpretation/Translation Services**6.19 The Service Provider will ensure interpreting services are available to individuals throughout their resettlement journey. This should not duplicate any provision under statutory services obligations and can be supported by volunteers with the consent of the individual. An individual under the age of 18 is not considered a suitable interpreter for the purposes of ongoing case work with an adult.* 1. When selecting a Sub-Contractor or a volunteer, the Service Provider will ensure the following minimum requirements are met:
* A verbal script to declare confidentiality under Data Protection Legislation at the beginning of each exchange and obtain individuals consent to continue.
* Interpreter/translator holds the correct level of qualifications, competency, skill and experience ([NRPSI -National Register of Public Service Interpreters](https://www.nrpsi.org.uk/) and/or equivalent).
* Security/vetting checks undertaken (DBS checks).
* Risk assessment completed.
* Able to meet the demands of the Service within Working Hours.
* Recruited staff sign the Service Provider’s code of conduct.
* Resettled individual is satisfied with the interpreter’s skills and ability to perform the task.
	1. The Service Provider will be required to evidence the suitability of any Sub-Contractor, if requested by the Council.

**Adult Education, ESOL and Employment Support*** 1. The Service Provider will ensure access to adult education with the purpose of ensuring each adult can progress towards the level of English language proficiency needed to function in their everyday life in the UK.
	2. In support of these obligations, the Service Provider will ensure that all Adults attend an English Language Capability assessment to determine their learning needs (whether Formal Language Training is appropriate, and where Informal Language Training should be used to complement, or as a foundation for, Formal Language Training), and receive notification of the outcome within 4 weeks post arrival.
	3. All Adults will have an Individual Learning Plan (ILP) in place within 8 weeks post arrival. This plan will form a section within the wider Integration Support Plan and should:
		+ Detail the Adult’s past experiences in education, qualifications, current language proficiency and work experience.
		+ Detail the outcome of the initial English Language Capability Assessment.
		+ Identify the personal barriers the learner faces and provide practical mitigations to ensure successful engagement.
		+ Identify the learner’s aspirations and priorities.
		+ Outline the options for the learner to access learning and/ or employment.
		+ Track progress in learning and preparations for entering employment over the resettlement journey.
	4. The Service Provider will support all Adults (subject to group exemptions 2 and 3 as defined in Appendix 2) with an assessed language proficiency below Entry level 3 to register for and attend Formal English Language Training for at least 8 hours per week, within 4 weeks of arrival.
	5. All Adults (subject to group exemptions 2 and 3) with an assessed language proficiency of Entry level 3 or higher, will receive signposting and support to become engaged with services which specialise in preparation for the workplace (developing employment specific skills) or access work experience within 12 weeks post arrival date, or 12 weeks from when they reach Entry level 3 assessed English proficiency, whichever is the earliest.
	6. Service delivery will enhance English for Speakers of Other Languages provision (ESOL) and local employment support either directly or by sub-contracting activities/services which respond to caseload needs. This may include:
		+ Supplementing the local ESOL offer by providing more classes to increase opportunities for adults to access the minimum eight (8) hours language learning per week.
		+ Providing evening and weekend opportunities.
		+ Providing suitable vocational learning opportunities for learners who have not had any prior formal education.
		+ Supplementing existing local offers of support for those who wish to enter or prepare for the workplace by developing relationships with employers that can provide opportunities for work experience and training.
		+ Arranging contextual ESOL learning centred around workplace language, interviews etc.
		+ Delivery or signposting to courses and opportunities which support employment options such as numeracy, Driving Theory Test, and Food Hygiene qualifications.
	7. Where it is not possible for an individual to access ESOL provision outside the home or online (exemption group 2 as defined in Appendix 2), this will be recorded in the ILP and arrangements made by the Service Provider for a period of home tuition.
	8. The Service Provider will ensure that any sub-contracting arrangements and use of volunteers complies with section 9 of this Specification.

**Individuals in Transitional and Temporary Accommodation*** 1. In addition to the provision of services to individuals residing in their final resettled accommodation, the Service Provider may be required to provide support services to individuals in Transitional or Temporary Accommodation.
	2. Services provided to this group may include the provision of support to identify and relocate to longer term accommodation.

  |
| 1. **Caseload and Payment Model**
 |
| * 1. Table 1 sets out the payment that will apply for each support year for each Eligible Individual referred to the Service, where support commences for that individual at the beginning of their Supported Integration Period. These payments are fixed for the duration of the contract.
	2. Where individuals are referred by the Council into the Service following a period in the UK where they have received support managed by another local authority or organisation, payments per Eligible Individual will be pro rata. This would apply to individuals referred to the service following relocation from another area in the UK and those moving from Transitional Accommodation in Hampshire where support is not provided under this contract.

**Table 1**

|  |  |  |
| --- | --- | --- |
| **Resettlement Year** | **Period** | **Payment per Eligible Individual for the period of support** |
|   |  | **ARP (ARAP/ACRS)** | **UKRS** |
| **Year 1**  | First 12 months from arrival date | £6,300.00 | £5,120.00 |
| **Year 2** | 13 - 24 months after arrival | £3,600.00 | £3,000.00 |
| **Year 3** | 25 - 36 months after arrival | £2,400.00 | £2,200.00 |
| **Year 4** | 37 - 48 months after arrival | N/A | £1,380.00 |
| **Year 5** | 49 - 52 months after arrival | N/A | £600.00 |

* 1. Payment for each individual will be made in accordance with the monthly intervals set out at Annex 2b.
	2. The anticipated caseload on commencement of the contract is given in Table 2 and is based on current caseload and knowledge of new arrivals as of March 2025. This will be subject to change should individuals leave the scheme (through choice or a move to another area) or if the area sees an increased number of arrivals due to the identification of additional settlement properties/Transitional Accommodation or a change in Government policy.

**Table 2: Anticipated caseload for Eligible Individuals on 1 December 2025: Breakdown by scheme and resettlement year.**

|  |  |  |
| --- | --- | --- |
| **Scheme and resettlement year** | **Number of adults** | **Number of children** |
| ARP year 1 | 27 | 36 |
| ARP year 2 | 73 | 94 |
| ARP year 3 | 37 | 53 |
| UKRS year 1 | 0 | 0 |
| UKRS year 2 | 0 | 0 |
| UKRS year 3 | 0 | 0 |
| UKRS year 4 | 0 | 0 |
| UKRS year 5 | 0 | 0 |
| **TOTAL** | **137** | **183** |

* 1. The individuals transferring into the new contract will be at various stages of their resettlement journey and will therefore move from the funding arrangements for a particular Resettlement Year at different times during a Contract Year. Arrival dates will be supplied by the Council at contract commencement and the payments will be pro-rata. Funding for most individuals will end when they reach the end of their time within the Government funded scheme. In exceptional cases and at the Council’s discretion, the Council may agree additional funding to enable support beyond this date.
	2. The Service Provider must be able to respond to increases and decreases in the caseload as required over the life of the contract.
	3. Payment is an all-inclusive amount for the provision of all services and support functions outlined in this Service Specification, including but not limited to:
* Staffing.
* Transport to collect individuals from a UK airport.
* Interpretation/translation.
* Food welcome pack and other essential provisions.
* Living expenses on arrival in UK prior to benefits claim (not to exceed £200/person and only if the individual is not in receipt of benefits).
* ESOL and employment support.
* Other exceptional costs as agreed with the Council.
	1. Funding should be pooled and managed for the provision of services to all individuals on the caseload to enable a flexible service response that meets individual needs.
	2. Where households include individuals who are not funded under this contract, the Service Provider is required to provide signposting services. Additional funding will not be made available to support these individuals.
	3. Should the variable nature of resettlement result in no new referrals to the Service over an 18-month period, the Council may enter into negotiations with the Service Provider regarding a change in the funding model. Changes will be at the Council’s discretion and may include:
* Further weighting of Resettlement Year 1 payments for new arrivals towards the start of this Resettlement Year.
* An additional payment to ensure that the Service Provider can continue to provide support that meets the requirements of the Service Specification.
 |
| 1. **Transition Arrangements**
 |
| * 1. Following contract award, the Service Provider will be expected to work in partnership with the Council, the incumbent provider, service users and other stakeholders to plan and agree the most appropriate transition arrangements. Pathway planning for this transition will be agreed after contract award and will commence 3 months in advance of the Service Commencement Date.
	2. The Service Provider is required to have a detailed Mobilisation Plan in place which will be signed off by the Council 3 months in advance of the Service Commencement Date.
	3. Over the mobilisation period, the Service Provider will work closely with the outgoing Provider to ensure a seamless transition for individuals using the Service.
	4. The Service Provider must have sufficient staff in place to deliver the full requirements of the Service Specification from the Service Commencement Date.
	5. The Service Provider must ensure that all Integration Support Plans for individuals transferring into the new contract are reviewed within 6 weeks of the Service Commencement Date.
 |
| 1. **Staffing**
 |
| * 1. The Service Provider will ensure the recruitment, selection and training of its staff, meets the standards of service required the meet service outcomes.
	2. The Service Provider will be culturally competent in delivering services to individuals and have a workforce that is trained and sensitive to their needs.
	3. The Service Provider will ensure that all applicants for employment in the Service (including volunteers) declare on their application forms any previous criminal convictions in line with provisions under the Rehabilitation of Offenders Act 1974.
	4. The Service Provider must ensure that staff do not provide immigration advice or immigration services unless they are “qualified” or “exempt” as determined and certified by OISC. Any person providing immigration advice must be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999.
	5. The Service Provider must ensure that all staff:
* Have the right to work in the United Kingdom under applicable Immigration Law.
* Are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (“DBS”) including a check against the adults' barred list or the children's barred list.
* Hold a full and valid UK Driving Licence and access to a vehicle as appropriate.
	1. The Service Provider will, on request, provide the Council with CVs and/or job descriptions for all members of staff and volunteers selected to deliver the Services. This information may be required by and shared with the Home Office.
	2. The Service Provider will ensure all staff working in the Service receive mental health awareness and trauma informed practice training.
	3. The Service Provider will ensure the support and training given to staff recognises individual needs within the context of emotional and psychological distress.
	4. The Service Provider will use Public Health England online training aimed at frontline workers and volunteers. The Psychological First Aid training provides tips on supporting mental health and wellbeing: [Free Online Psychology & Mental Health Courses - FutureLearn](https://www.futurelearn.com/subjects/psychology-and-mental-health-courses)
	5. The Service Provider will ensure staff undertake suicide awareness training: [Zero Suicide Alliance (ZSA)](https://www.zerosuicidealliance.com/).
	6. The Service Provider will ensure all staff have an awareness of drug and alcohol issues and can deliver brief interventions and harm reduction messages to motivate and support an individual to consider a change in their substance use to reduce risk of harm.
	7. All staff will be provided with access to ongoing training and development opportunities to develop their competence and confidence.
	8. The Service Provider will ensure staff have the standards of education, literacy and numeracy to effectively support individuals using the Service.

**Safeguarding*** 1. The Service Provider will ensure all staff understand their safeguarding responsibilities and know how to report concerns.
	2. The Service Provider will ensure there are robust safeguarding policies and procedures in place aligned to [Multi Agency Safeguarding Hub (MASH) | Children and Families | Hampshire County Council](https://www.hants.gov.uk/socialcareandhealth/childrenandfamilies/safeguardingchildren/childprotection/mash), [Safeguarding adults | Health and social care | Hampshire County Council.](https://www.hants.gov.uk/socialcareandhealth/adultsocialcare/safeguarding)
	3. In addition to reporting safeguarding concerns to MASH, the Service Provider must report all concerns to the Council Contract Manager within 24 hours.
	4. The Service Provider will ensure all staff have received PREVENT awareness training and are able to demonstrate their understanding of their responsibilities in safeguarding individuals at risk of radicalisation or being drawn into terrorism. The Home Office provide free e-learning for organisations: [Prevent duty training: Learn how to support people susceptible to radicalisation | Prevent duty training](https://www.support-people-susceptible-to-radicalisation.service.gov.uk/prevent-duty-training-learn-how-support-people-susceptible-radicalisation).
 |
| 1. **Performance Measures**
 |
| **Key Performance Indicators (KPIs)*** 1. Key Performance Indicators (KPIs) will be monitored and reviewed on a quarterly basis. All targets relate to a twelve (12) month period.
	2. KPIs and targets will be reviewed at the end of Contract Year 1 in partnership with the provider.
	3. KPIs may also be changed to reflect any Resettlement Programme changes introduced by the UK Government over the contract term.
 |
| **Number** | **KPI**  | **%** |
| 1 | % of tenancy agreements signed within 2 weeks of arrival (households) | 100% |
| 2 | % of individuals registered with utility companies within 2 weeks of arrival (households) | 100% |
| 3 | % of individuals registered for a UK bank account within 2 weeks of arrival (adults) | 100% |
| 4 | % of individuals supported to access state benefits within 2 weeks of arrival (adults) | 100% |
| 5 | % of individual applications completed for school/college within 2 weeks of arrival (children up to the age of 18) | 100% |
| 6 | % of individuals registered with a local GP surgery within 4 weeks of arrival (all) | 100% |
| 7 | % of individuals registered with a local dentist within 4 weeks of arrival (all) | 90% |
| 8 | % of eVisa applications completed (where applicable) within 4 weeks of arrival  | 100% |
| 9 | % of immigration applications supported within 6 weeks of identification of need  | 90% |
| 10 | % of individual Integration Support Plans completed within 4 weeks of arrival (all) | 100% |
| 11 | % of adults attending an English Language Capability Assessment within 4 weeks of arrival  | 100% |
| 12 | % of adults (subject to group exemptions 2 and 3 as defined in Appendix 2) with an assessed language proficiency below entry level 3 who are enrolled and attending English language training within 4 weeks of arrival | 100% |
| 13 | % of adults (subject to group exemptions 1, 2 and 3 as defined in Appendix 2) with an assessed language proficiency below entry level 3 who attend a minimum of 8 hours per week formal language training delivered by an accredited ESOL provider | 90% |
| 14 | % of adults (subject to group exemption 2 as defined in Appendix 2) who have an assessed language proficiency of entry level 3 or higher who enter employment within 12 weeks of arrival or 12 weeks from when they reach entry level 3 assessed English proficiency | 90% |
| 15 | % of Integration Support Plans reviewed every 3 months during the Supported Integration Period. | 100% |
| * 1. In addition to KPIs, the Service Provider will provide case level and collated information that demonstrates delivery and/or progress against the activity detailed in section 6.
	2. The Council may also request additional contract monitoring information including but not limited to:
* Number of complaints received and how these have been resolved.
* Staffing turnover and retention.
* Staff training.
* Service Business Continuity Plan.
 |
| 1. **Monitoring and Recording Arrangements**
 |
| * 1. The Service Provider will provide KPI data by completing the Council’s Resettlement Data Tracker.
	2. The Service Provider will provide individual level information and report on Integration Outcomes to enable the Council to monitor and evaluate the effectiveness of the Schemes’ delivery. The format of reports will be agreed following contract award.
	3. The Service Provider will gather feedback from individuals on their experience of the support service and provide this information to the Council on request.
	4. The Service Provider will support the Council in completing the annual Home Office Data Evaluation as requested by the Council. This data will include Outcome Indicators as given in [Home Office Indicators of Integration Framework 2019](https://assets.publishing.service.gov.uk/media/627cc6d3d3bf7f052d33b06e/home-office-indicators-of-integration-framework-2019-horr109.pdf).
	5. The Service Provider will actively engage in performance management processes and contract monitoring meetings at the request of the Council.
	6. Whilst there is no requirement for submission of regular detailed costings, the Service Provider must keep a record of what contract payments have been used for and will, if required, be expected to evidence costs for audit purposes within 10 working days of request by the Council.
 |
| 1. **Quality Outcomes and Contract Monitoring (QOCM)**
 |
| * 1. The Council's Adults’ Health and Care directorate (AHC) has developed the Quality Outcomes and Contract Monitoring Framework (QOCM) (Appendix 3) to help ensure that services commissioned by AHC are safe, of high quality and conform to all statutory and corporate requirements. The Council will monitor information known about Providers and use the data to inform the QOCM, warning and remediation process.
	2. If the Council identifies significant quality and/or safeguarding concerns in respect of the Provider at any time, in line with the QOCM framework, the Council may restrict future purchasing with the Service until the concerns are remedied.
	3. The Service Provider will operate a robust self-regulatory system of quality assurance. The system will measure and ensure the standard of support being delivered is safe, empowering and flexible to changing needs of individuals using the Service.
	4. The Service Provider will have robust processes in place ensure continual service improvement that is informed by evaluation of working practices, learning from performance, research evidence, models of good practice and feedback from the Council, other stakeholders and individuals using the Service.
	5. The Council reserves the right to conduct quality and performance audits at the Service Provider’s registered office with twenty-four (24) hours’ written notice.
 |
| 1. **Policies and Procedures**
 |
| * 1. The Service Provider must have the following Policies/Procedures in place (this is not intended to be an exclusive list):
* Anti-Bribery Policy / Gifts and Inducements
* Bullying & Harassment
* Complaints
* Confidentiality / Data Protection
* Critical Incident
* Disaster Recovery Plan / Business Continuity Plan
* Equalities
* Health & Safety
* Recruitment, Management and Retention of Staff
* Safeguarding / Protection of Vulnerable Adults and Children
* Support planning and Reviews
* Risk management
* Whistleblowing
* Dealing with Violence
* Lone Working
* Manual Handling
* Supervision of Staff and Volunteers
* Least Restrictive Practice/Positive Behaviour Support Policy
* Communication Policy and Person-Centred Planning and Strength Based Approach
* Support with Managing Finance
* Infection Prevention and Control
* PREVENT and Modern Slavery
 |
| 1. **Partnership Arrangements**
 |
| * 1. The Service Provider will work in partnership with the County Council, 11 District and Borough Councils, Housing and Health professionals, the Department for Work and Pensions (DWP), other resettlement organisations, local voluntary agencies and faith groups to maximise the use of network support to achieve positive outcomes for all individuals.
	2. The Service Provider will support a communities of practice approach to building relationships and sharing best practice across the network both within the county and the wider UK.
 |
| 1. **Local Government Reform**
 |
| 15.1 The government’s [English Devolution White Paper, Power and Partnership: Foundations for Growth](https://www.gov.uk/government/publications/english-devolution-white-paper-power-and-partnership-foundations-for-growth), published on 16 December 2024, states that the government wants all remaining two-tier areas in England to be eventually restructured into single-tier unitary authorities and is termed Local Government Reform (LGR).  This reorganisation is part of a broader devolution strategy to simplify local government structures, save public funds, and improve local accountability. LGR will impact the County of Hampshire as it currently operates a two-tier Local Government structure.15.2 It is anticipated, that during the life of this contract/framework, the LGR process will commence and/or progress potentially impacting this contract/framework.  Impacts may include, but are not limited to, modifications such as a novation of the legal entity you currently contract with, significant increases and/or decreases in the value/volume of goods/services/works required due to the change in size/scope of the Contracting Authority, and/or changes to the scope of the nature of goods/services/works required. Although any contract scope changes should broadly relate to the nature of the existing scope, new goods/services/works of a related nature may be required that were not previously included. 15.3 The scale and exact timing of the changes are unknown at this point, but it is known that LGR will impact the County of Hampshire. All suppliers who work with the Authority need to be aware and where possible, work with the Authority to adapt to any changes/modifications as required to ensure smooth transition and continuity of services.    |
| 1. **Glossary**
 |
| **Term** | **Definition** |
| **Adult** | An “Adult” for the purpose of the English language provision means a Beneficiary who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.  |
| 1. **Afghan Citizens Resettlement Scheme**
 | The “Afghan Citizens Resettlement Scheme” (“ACRS”) is the UK Government’s scheme that seeks to prioritise for resettlement those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women’s rights, freedom of speech, and rule of law, or are vulnerable people, including women and girls at risk, and members of minority groups at risk (including ethnic and religious minorities and LGBT+). Eligible people are prioritised and referred for resettlement to the UK through one of three (3) referral pathways: * ACRS Pathway 1 - family members of British Nationals, and vulnerable and at-risk individuals (including their immediate dependants) who arrived in the UK under the evacuation programme.
* ACRS Pathway 1, Phase 2 (Separated Families) - is intended to reunite families unintentionally separated during the events of Operation PITTING. The pathway is intended to restore immediate family units that continue to subsist in the same make up as prior to evacuation.
* ACRS Pathway 2 - referrals from the United Nations High Commissioner for Refugees (UNHCR) of vulnerable Refugees who have fled Afghanistan for resettlement to the UK. UNHCR has the global mandate to provide international protection and humanitarian assistance to Refugees. UNHCR will refer individuals in accordance with their standard resettlement submission criteria, which are based on an assessment of protection needs and vulnerabilities.
* ACRS Pathway 3 - offers a route to resettlement for those at risk who supported the UK and international community effort in Afghanistan, as well as those who are particularly vulnerable, such as women and girls at risk and members of minority groups.
 |
| 1. **Afghan Relocations and Assistance Policy**
 | The “Afghan Relocations and Assistance Policy” (ARAP), provides support for Afghan citizens who worked for or with the UK Government in Afghanistan in exposed or meaningful roles and may include an offer of relocation to the UK for those deemed eligible by the Ministry of Defence and who are deemed suitable for relocation by the Home Office. Afghan citizens who are eligible for relocation to the UK under the ARAP may relocate with a partner, dependent children and additional family members who are also deemed eligible for relocation under the ARAP by the Ministry of Defence and suitable for relocation by the Home Office.  |
| **Afghan Resettlement Programme (ARP)** | The Afghan Resettlement Programme (ARP) brings together existing Afghan resettlement schemes into a single, efficient pipeline. Existing schemes brought under the ARP include the Afghan Relocations and Assistance Policy (ARAP) and the Afghan Citizens Resettlement Scheme (ACRS).  |
| 1. **Community Sponsorship Scheme**
 | The “Community Sponsorship Scheme” is a programme which enables local communities, civil society organisations, charities, and faith groups to be directly involved in helping refugees settle in the UK. A Community Sponsor provides support for a period of twenty-four (24) Months.  |
| 1. **Contract monitoring meetings**
 | Meetings held between the Council and representatives of the Service Provider to review Resettlement Activity and KPIs detailed in the Service Specification. The frequency and format of these meetings will be agreed following contract award. |
| **Contract Year** | A period of twelve (12) months commencing on the Service Commencement Date or on an anniversary of the Service Commencement Date. |
| **The Council** | Hampshire County Council. |
| **The Council’s Resettlement Data Tracker** | A shared document which captures all data related to Resettlement Activity to support data sharing and monitoring. |
| **Data Protection Legislation** | Means (i) the UK GDPR, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy and (iv) (to the extent that it applies) the EU GDPR. |
| **Eligible Individual** | Adults and Children who are referred to the Service by the Council on account of their participation in Government Funded Schemes and their Funded Status. Only Eligible Individuals attract payment for Services under this contract. |
| **English Language Capability Assessment** | A diagnostic assessment led by a qualified ESOL tutor to determine an individual’s proficiency in English Language. |
| **English Language Training** | All activities which support an Adult to learn English. |
| **ESOL Entry 1/ Elementary** | At this level of English proficiency, the Adult can say and understand a few things in English, and this level is aligned with CEFR - The Common European Framework of Reference for Languages Level A1 or A2. |
| **ESOL Entry 2/ Pre-intermediate** | At this level of English proficiency, the Adult can communicate simply and understand in familiar situations but only with some difficulty, and this level is aligned with CEFR (The Common European Framework of Reference for Languages Level A2). |
| **ESOL Entry 3/ Low Intermediate** | At this level of English proficiency, the Adult can make simple sentences and can understand the main points of a conversation, this level is aligned with CEFR - The Common European Framework of Reference for Languages Level B1. |
| **ESOL Group Exemption** | Conditions on which Eligible Individuals KPI data will not be included in reporting (Appendix 2). |
| **ESOL Level Pre-Entry/ Beginner** | At this level of English proficiency, the Adult does not speak any English, and this level is aligned with CEFR - The Common European Framework of Reference for Languages Level A1. |
| **Find Your Own Accommodation (FYOA) pathway** | The "Find Your Own Accommodation" (FYOA) pathway is a program for Afghan arrivals in the UK, allowing individuals to source their own settled accommodation in the private rented sector whilst still receiving resettlement support from local authorities. |
| **Formal Language Training** | The provision of ESOL that, where possible, should lead to individuals attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales). This also includes courses which do not themselves lead to an accredited qualification, but which help individuals to later access a course which does lead to an accredited qualification. For instance, non-regulated provision offered by providers at pre-entry level, for which there are no accredited qualifications. All formal language training is led by qualified tutors. |
| **Funded Status** | The status that determines eligibility for the Council to claim funding from Central UK Government. |
| **Individual Learning Plan** | A section within the wider Integration Support Plan which covers the planning, recording and tracking of all information and activities related to adult learner English Language Training and employability.  |
| **Informal Language Training** | Activities that support an individual to learn and improve English language skills. Informal Language Training can take place in any location, may not have a pre-set curriculum, but will usually be provided in a structured or semi-structured way. It can be delivered by a range of people including volunteers can include confidence building, leisure or community activities which complement, or act as a foundation for, Formal Language Training. As a minimum Informal Language Training should provide conversational practice. |
| **Integration** | The process by which an individual becomes familiar with and active in their new surroundings, and independent as measured by indicators defined in the [Home Office Indicators of Integration framework 2019.](https://assets.publishing.service.gov.uk/media/627cc6d3d3bf7f052d33b06e/home-office-indicators-of-integration-framework-2019-horr109.pdf) |
| **Integration Outcomes** | As detailed in Section 6 of the Service Specification |
| **Integration Support Plan** | The overarching plan by which person-centred and strengths-based support is planned, delivered and recorded for each individual. This document should include the Individual Learning Plan.  |
| **Local Housing Authorities** | The 11 Hampshire Borough, City and District Councils who hold the Statutory Responsibility for housing and homelessness in their respective areas across the county. |
| **Mobilisation Plan** | A plan which sets out obligations in respect of the Mobilisation of the Service. |
| **Person Centred-Strengths-Based Service** | A service where support is personalised specifically for the individual and focuses on understanding and leveraging an individual's unique strengths, needs, and aspirations to provide tailored support. |
| **Protected Characteristics** | Under the Equality Act 2010, there are 9 protected characteristics which are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation. |
| **Refugee** | An eligible person who, regardless of their nationality has been accepted as being in need by the Authority following referral by the United Nations High Commissioner of Refugees (UNHCR). |
| **Resettlement Year** | Identifier to signify what stage of resettlement an Eligible Individual is within a particular Resettlement Scheme.

|  |  |
| --- | --- |
| Year 1 | The 12 months following arrival |
| Year 2 | 13 – 24 months after arrival |
| Year 3 | 25 – 36 months after arrival |
| Year 4 | 36 – 48 months after arrival |
| Year 5 | 49 – 60 months after arrival |

 |
| **Service Commencement Date** | Means the 1 December 2025. |
| **Supported Integration Period** | The period that an individual is entitled to support under a specific UK Government Resettlement Scheme. |
| **Temporary Accommodation** | The term used to describe accommodation secured by a local housing authority under their statutory homelessness functions. The majority of households in temporary accommodation have been placed under the main homelessness duty, but temporary accommodation is also provided during the relief stage to households who the local authority has reason to believe may have priority need, or on an interim basis in other circumstances, such as pending the outcome of a review on a homelessness decision. |
| **Transitional Accommodation** | Accommodation provided and paid for by the Home Office or Ministry of Defence (e.g. hotels or transitional accommodation) or Ministry of Defence (Transitional Service Family Accommodation) for individuals whilst they are matched to a suitable long-term property. |
| **UK Government Resettlement Programme** | A term used to describe all safe and legal routes to the UK for which resettlement is offered. |
| **UK Resettlement Scheme (UKRS)** | The global resettlement scheme open to vulnerable refugees around the world. Individuals coming through this scheme are assessed and referred by the UNHCR according to their criteria, which is based on people’s needs and vulnerabilities. Individuals coming via this route only move to the UK once suitable accommodation is in place for them. Since its launch in 2021, the UK has taken refugees through this route from countries including Ethiopia, Iraq, Sudan, Syria, Afghanistan, Eritrea, Somalia, South Sudan, and Yemen.  |

**Appendices:**

**Appendix 1 - Example Provisions/Food Arrival Pack**

|  |  |
| --- | --- |
| **Groceries:**Tea  Coffee Sugar Jam  HoneyBiscuits  Fruit juice concentrateEggs Tortilla wraps/flat bread Tinned tuna Tinned tomato chopped Tomato paste  Green olives  Pasta RiceCooking oil Salt Ground Black PepperGround Cinnamon Ground Cumin  Cardamom  Paprika  TurmericYeastLentilsBreadFlourChickpeasKidney beansChopped tomatoesCurry powder **Fruit and vegetables:** Apples Oranges  Bananas Lemons GrapesTomatoes Lettuce  Onions PotatoesGarlic  SpinachBroccoli  | CarrotsMushroomsMixed PeppersCabbageGreen beansLeeks**Dairy and meat:**Milk  Feta cheese Yoghurt Butter **Toiletries:** Shampoo (adult and/or baby) Shower gel (adult and/or baby) Soap bar Hand wash liquid Toothpaste Toothbrush(es)Deodorant(s) **Household:**Toilet rollsBin bags Scouring sponges Dish cloths  **Cleaning:**Kitchen cleaner Bleach Bathroom cleaner Washing-up liquid Washing powder **Freezer:**Mixed vegetablesOven chipsPeas  **Personal**Sanitary towelsTampons Disposable razors (men and women) |

**Appendix 2 - ESOL Exemption Groups**

1. The Council acknowledges that resettled adult learners face varied barriers to their integration and learning. In recognition of these challenges the Council will consider and apply the following exemptions to individuals and their data will not be included in KPIs relating to learning and employment.
2. All exemptions must be confirmed by a Council Representative and recorded in Individual Learning Plans:
* **Group 1** - Adults who are formally assessed as unsuitable for Formal Language Training. Focus should be on these adults accessing Informal Language Training/Conversational Classes as a foundation for future Formal Language Training.
* **Group 2** - Adults who are classified as unsuitable for attending mainstream Language Training due to barriers such as economic status, health, transport and caring responsibilities.
* **Group 3** - Adults who refuse to engage with English Language services. Focus for this group should be on identifying the reasons behind this decision and support to identify the positives that may come from engagement.

**Appendix 3 - Quality Outcomes and Contract Monitoring Framework (QOCM)**

The QOCM framework is designed to ensure Adults’ Health and Care has a robust mechanism for monitoring and responding to information in respect of the services we commission.

It aims to provide a system that allows the information held across the directorate to be brought together to provide an overview and contemporaneous assessment of how a service is performing and responding to market conditions.

The directorate works collaboratively with other commissioners and partners to review available insights and intelligence to ensure evidence-based decision making.

The QOCM framework is coordinated by a central team that can support the Service Provider to maintain or improve their organisations overall assurance and governance systems. The team can be contacted by emailing: ahc.qualityteam@hants.gov.uk

Adults’ Health and Care makes use of indicators of a Service Provider’s quality, available in the public domain, internally and through liaison with partners and people in receipt of services, to apply a RAG rating as a forward-looking measure of quality. The RAG rating is a three-tiered approach, and the outcome of the assessment informs how the central Provider Quality Team interacts with the Service Provider. Information available is assessed within each of the following areas:

* Large Scale S42 Safeguarding Enquiry (LSSE)
* information gathered under the QOCM framework
* Adults’ Health and Care or any other Local Authorities Purchasing Status or Restriction
* enforcement action taken by any enforcement agency or legal body
* information relevant to the leadership of the Service
* intelligence shared by partner agencies or people in receipt of services
* the history of working with the provider quality team

For the purposes of this agreement the RAG rating tool is only used for Service Providers regulated by the Care Quality Commission to provide regulated activity.

All provider RAG ratings will be followed up by the Provider Quality team and may result in a visit to the service providers premises, a telephone assessment or the provider may be asked to self-assess against a set criterion.

**Enforcement**

The Service Provider shall advise the County Council of any enforcement or legal action taken against the provider by ANY enforcement agency within 24 hours of receiving notification of such action.

**The Service Provider Quality Assurance and Governance systems**

The Service Provider shall operate a self-regulatory system of quality assurance and governance oversight relevant to this Agreement which ensures that the Services are provided in accordance with the requirements of this Agreement, including the following measures as a minimum.

The Service Provider shall commit to:

* focus on people’s strengths and ensure the user of the service is at the heart and centre of delivery
* enable independence, self-reliance, and personal responsibility for the people we support
* deliver a supportive and inclusive service
* ensure dignity and respect is maintained in all interactions
* help people to understand and manage risk
* support people to maximise and maintain their mental, physical health and overall wellbeing
* support people to develop knowledge and social skills to maintain support networks
* operate within a robust governance and quality assurance framework and a culture of continuous improvement
* enable a positive risk-taking culture that allows people independence, choice and decision making and that this is reflected in personalised care and support planning
* assess, mitigate, manage, and record any identified risks for the people supported
* have policies, procedures, and arrangements in place to ensure appropriate and efficient staff recruitment, management, and retention
* ensure compliance with data protection legislation
* have processes in place to ensure the Services are always adequately staffed by competent and trained personnel
* ensure compliance with all contractual timescales
* maintain and monitor all contractual or relevant performance indicators
* regularly review structures and processes to ensure continued safe delivery of support
* ensure serious incidents are recorded, reported, and managed and that lessons are learned
* understand the requirements of all relevant legislation and ensure staff are trained and work within the remit of the legislation
* ensure the views and experiences of supported people, carers, staff, and the local community are considered in the planning, delivery, review, and evaluation of the Services
* work closely with our community partners – encourage those we support to actively engage in their community
* seek out and explore volunteering and work opportunities for the people we support
* educate supported people in respect of managing their personal finances, by enabling opportunities for them to manage day to day financial transactions
* work with partner agencies and the wider community to develop and maintain a robust contingency and continuity plan so that the service can continue in extraordinary circumstances
* ensure all partners acknowledge and recognise the individual
* support will be provided in environments which will promote an individual’s human rights and never be used to deliberately inflict pain, punish, or humiliate
* recognise that behaviour communicates distress or unmet needs and used by a person to fulfil an important function such as, obtain something tangible or meet a sensory need
* we will monitor the restrictions used across a service to identify any trends or environmental factors which contribute to restrictions
* we will promote tailored inclusive communication which accounts for a person’s preferences and communication needs
* we will foster environments which encourage increased quality of life and long-term outcomes for both the person we support for and their network
* if restrictions are needed, we will use a scientific approach to design them – they will be based on data about the person’s needs and be proportionate to the risks
* we will tailor our approach for each person, recognising their personal goals, history, needs and risks
* regularly review all structures and processes to ensure continued safe and effective delivery of support, and that there are properly organised and efficient systems and processes in place between the Service Provider and any Sub-Contractors to enable full understanding and agreement concerning the Services which are to be provided and the necessary liaison with the County Council
* manage and report any potential conflicts of interest

**Quality Improvement support**

The Provider Quality Team and staff within operational teams will work with the

Service Provider to support the service to make or sustain improvements.

**Complaints**

The Service Provider shall maintain a system for receiving and investigating complaints and keep details of the number of complaints received and how each complaint has been responded to.

The Service Provider shall:

* publicise the complaints procedure to Individuals using the service and their representatives
* ensure that complaints are speedily dealt with and that complainants receive a written statement of the Service Provider’s response
* ensure that complainants who are not satisfied with the Service Provider’s response are informed of their right to refer their complaints to the County Council’s Representative
* ensure that complainants are made aware that they may make a complaint to the Local Government Social Care Ombudsman or its successor in title, or other applicable professional or regulatory body, interested stakeholder or other commissioner to investigate the matter further

**Records**

Representatives of the County Council will require access to records as part of safeguarding or quality improvement work.

The Service Provider will ensure all records for individuals in receipt of their Service and employees are stored in line with current regulations.

The records held by the Service Provider referred to in clause 4.1 above will include the Support Plan, risk assessment and management plans and all other support records of any Individuals concerned.

IMPACT’s role in the QOCM process is to support Service Providers to focus their workforce development activity and resources effectively to achieve compliance with the workforce requirements of the Regulatory Standards. IMPACT is able to provide direct support to managers to identify areas requiring development.

The Service Provider shall accept and bear the costs of any learning interventions recommended by IMPACT to support service improvement. The Service Provider will also accept any subsidised training and free learning resources offered by the County Council.

1. SCHEDULE 2 Not Used
2. SCHEDULE 3 Payment and Invoicing

Agreement Price: Shall be fixed for the duration of the contract in relation to each support year for an Eligible Individual calculated in accordance with their resettlement journey once they have arrived in their settled accommodation, as set out in the table at Annex 2a.

Payment Plan: Payment shall be made in accordance with the monthly intervals set out at Annex 2b.

Transition Arrangements: In relation to Eligible Individuals currently under the existing Resettlement Support Service and transferring into the Resettlement Support Service under this Agreement, the Agreement Price shall be applied on a pro-rata basis.

The Service Provider shall submit one invoice on the last working day at the end of each month for all of the Individuals that have reached the month milestone set out in Annex 2b. The Council will develop a spreadsheet with the Service Provider and the Service Provider shall input the relevant data into the shared spreadsheet as required.

All invoices submitted by the Service Provider shall include clear details of the Services being invoiced for and shall show:

an invoice date and invoice number;

the Service Provider's full business name and address;

the period to which the invoice relates;

a breakdown of Services provided for which payment is claimed and the Agreement Price for the same;

any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;

a VAT registration number if VAT registered;

a valid purchase order number as issued by the Council;

the Service Provider's supplier number as set out in the purchase order issued by the Council; and

the name and address of the Council,

as further detailed at: https://www.hants.gov.uk/business/suppliers/gettingpaid as may be updated and amended from time to time by the Council.

Invoices shall be submitted to VIMenquiries@hants.gov.uk

Where the Service Provider is submitting electronic invoices (submitted to the Council via email) for payment it shall ensure:

the email contains the word 'Invoice' in the subject field;

each invoice is sent as an attachment, and not within the body of the email;

each attachment to the email only contains one invoice; and

all invoice attachments are in PDF format.

1. SCHEDULE 4 Not Used
2. SCHEDULE 5 Data Sharing Agreement

**Data Sharing Agreement (DSA) between Hampshire County Council and the Service Provider of Support Services**

**1. AIMS, OBJECTIVES AND PURPOSES OF SHARING**

1.1 The aim of this DSA is to provide a set of principles for information sharing.

1.2 This DSA sets out the rules that must be followed when handling information classified as “personal data” by Data Protection Legislation in force.

1.3 This agreement also flows down the data protection requirements of the relevant Home Office (HO) Funding Instructions for Local Authorities in respect of personal data as Hampshire County Council (HCC) is required to do by those Funding Instructions.

These currently include:

Funding Instruction for local authorities in the support of the United Kingdom’s Afghan Citizens Resettlement Scheme.

Financial Year 2024-25

And

Funding Instruction for local authorities in the support of the Afghan Resettlement Programme (ARP) include the Afghan Relocations and Assistance Policy (ARAP) and the Afghan Citizens Resettlement Scheme (ACRS).

Financial Year 2024-5

1.4 It is acknowledged by the Parties that these Funding Instructions (which are publicly available) will be carried forward to include additional financial years.

It is also acknowledged these Funding Instructions may be amended in the future by the HO and/or that there may be additional Funding Instructions and that this agreement may need to be reviewed and /or amended depending on the contents and requirements of future Instructions. The Provider agrees to enter into an amended data sharing agreement with HCC at HCC’s absolute discretion and on such terms and format as the Council requires so as to further set out the Parties obligations in relation to any Personal Data or Special Category Data which are shared between the Parties in particular to take account of additions, changes or variations of requirements set out in any additional Funding Instructions

1.5. The Parties to this agreement (the Partner Organisations or Party/Parties) agree that personal data, shared under this arrangement between HCC and the Provider of resettlement services (the Provider) will be used for the following purposes details of which are set out in the relevant current Funding Instructions:

Funding Instruction for local authorities in the support of the Afghan Resettlement Programme (ARP) include the Afghan Relocations and Assistance Policy (ARAP) and the Afghan Citizens Resettlement Scheme (ACRS).

This is to support beneficiaries:

* during the first twelve (12) Months following arrival in the Recipient’s area, including Educational costs (YEAR 1) – Schedule 1, Part 1, (see the Funding instruction for details of the referenced Schedule)
* during the subsequent twenty-four (24) Months (YEARS 2 – 3) – Schedule 1, Part 2,
* on the Community Sponsorship Scheme (for ACRS Beneficiaries only) – Schedule 1, Part 3,
* improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
* with childcare needs to attend Formal Language Training – Schedule 1, Part 5
* on Community Sponsorship Scheme for adult ESOL (ACRS Beneficiaries only) – Schedule 1, Part 6 and
* for Flexible Housing Funding (non-tariff) – Schedule 1, Part 7.
* Afghan Citizens Resettlement Scheme (ACRS), Pathway 1 stage 2 (Separated Families) – Schedule 2

Funding Instruction for local authorities in the support of the United Kingdom’s Resettlement Schemes

This is to support refugees:

* during the first twelve (12) Months following arrival in the UK, including educational costs (YEAR 1)
* during the subsequent forty-eight (48) Months (YEARS 2 – 5)
* on the community sponsorship scheme
* improve their English language skills in order to assist with integration and improve employability and
* with childcare needs to attend formal language training

1.6. In accordance with Article 4 of the UK General Data Protection Regulation (UK GDPR), ‘personal data’ is any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Personal Data).

**2. DATA PROTECTION LEGISLATION**

2.1 The Data Protection Legislation (including UK General Data Protection Regulation (UKGDPR) and Data Protection Act 2018 (DPA2018) stipulates specific obligations upon all individuals who process personal data which must be adhered to.

The Data Protection Legislation requires that all processing and transfers of information fall within its seven data protection principles. The Provider, when processing personal data must comply with the relevant Data Protection Legislation.

2.2 Personal Data must be processed in accordance with the following seven data protection principles:

a) processed lawfully, fairly and in a transparent manner in relation to individuals;

Personal data” as meaning “any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. This definition provides for a wide range of personal identifiers to constitute personal data, including name, identification number, location data or online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Data Protection Legislation” means: (a) the UK GDPR (b) the Data Protection Act 2018 (c) regulation made under the DPA 2018 (d) regulation made under section 2(2) of the European Communities Act 1972 which relate to the EU GDPR or the Law Enforcement Directive

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;

c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;

d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;

e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;

f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

g) the controller shall be responsible for, and be able to demonstrate compliance with, paragraph (a) – (f) (six other principles), (‘accountability’).

**3. DATA CONTROLLER**

3.1. Each Party will continue to be a data controller as defined by the UK GDPR and Data Protection Act 2018 (DPA 2018) (and any successor legislation) for the Personal Data it holds and retain the responsibilities held with this position.

3.2. Each Party confirms that it is registered as a data protection fee payer with the Information Commissioner’s Office where required.

3.3. Each Party will become a separate data controller for the Personal Data it receives and processes for the purposes defined in paragraph 1 of this agreement.

3.4 Following termination or expiry of this contract the Service Provider will transfer or provide Service User records to the Successor Provider (and/or HCC) as reasonably requested including to enable the continuation of service provision

3.5. Each Party as a data controller will comply with its obligations under the UK GDPR and DPA 2018 when processing Personal Data, which can include collecting, storing, amending and disclosing and deleting data. and not do anything to cause the other Party to be in breach of it.

3.6 The Service Provider shall procure that its Staff, Representatives and any Sub-Contractors shall, duly observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of this Agreement

3.7 Each Party shall ensure that it has the necessary lawful basis, privacy notices and consents (where required) in place to enable lawful processing and transfer of Personal and Special Category Data

3.8 The Council and the Service Provider shall designate a Data Protection Officer if required by the Data Protection Legislation

3.9. The Provider agrees that they will only process Personal Data shared under this agreement within the EU/EEA and / or the UK. Should the Provider wish to process Personal Data outside the EU/EEA and / or the UK they will obtain the prior written consent from HCC who under the terms of their funding Agreement may need to seek consent from the HO.

**4 LEGAL BASIS FOR SHARING THE PERSONAL DATA**

**4.1 HCC to Provider**

It is expected that HCC are able to share the information from the Home Office (HO Documents) and other information with the Provider using the consent granted prior to their arrival in the UK.

On arrival in the UK the proposed support plan to use the Provider and continue to share information will be offered to the family and they will have the choice to engage with the service.

Agreement to receive the service will be recorded by individuals signing an agreement clearly detailing in the privacy notice the information which is being collected stored and shared as part of engagement with the service – to be completed by Provider.

The Parties will continue to share personal data under the contract.

Once the individual has agreed to engage the service data will be shared between HCC and the Provider and also for the purposes of their evaluation with the HO.

**The legal basis that HCC will share personal data is according to the requirements of The UK General Data Protection Regulation and the Data Protection Act 2018**. This is expected to include:

* Article 6 (1) (e) of the UK GDPR is met if the information requested is “necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller”. In particular s1 of the Localism Act 2011.
* The lawful basis for the processing of special category data includes UK GDPR Article 9 (2) (g) in connection with substantial public interest as outlined in the Data Protection Act 2018:

Schedule 1, Part 2, 18 which outlines the processing of data relating to individuals less than 18 years or over 18 years and at risk that is necessary for the purposes of 1(a) (i) protecting an individual from neglect or physical, mental or emotional harm, or (ii) protecting the physical, mental or emotional well-being of an individual.

GDPR Article 9, 2 (b) ‘processing is necessary for social protection law’ and DPA 2018 Section 10 and Part 1, Schedule 1, (1) employment, social security, and social protection law.

In addition UK GDPR Article 9 (2) j and section 19 DPA 2018 which outlines the processing of personal data that is necessary for (1) (b) scientific or historical research purposes, and for (1) (c) statistical purposes.

**4.2 The Provider to HCC**

The Provider will require a legal basis, the Provider, as a separate data controller, is responsible for establishing the legal basis.

It is anticipated that the Provider may include Article 6 (1) (f) The EU General Data Protection Regulation and the Data Protection Act 2018 if the information requested is “necessary for the legitimate interests pursued by the controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require the protection of personal data in particular where the data subject is a child.

The lawful basis for the processing of special category data by the Provider may include under Article 9 (2) (g) is in connection with substantial public interest as outlined in the Data Protection Act 2018:

•Schedule 1, Part 2, 18 which outlines the processing of data relating to individuals less than 18 years or over 18 years and at risk that is necessary for the purposes of 1(a) (i) protecting an individual from neglect or physical, mental or emotional harm, or (ii) protecting the physical, mental or emotional well-being of an individual.

Should the Provider be reliant on consent as a legal basis the Provider will ensure that the consent obtained is in compliance with the Data Protection Legislation.

**5. SECURITY**

5.1 Each Party shall have appropriate technical and organisational measures in place to protect the security, confidentiality, integrity and availability of the Personal Data (both electronic and hard copy) during all stages of processing. (eg transfer, storage, access and deletion) to ensure a level of security appropriate to the risks as required by Article 32 UK GDPR.

5.2 The Provider and its Staff (term Staff to include employees, volunteers, agents, suppliers and Delivery Partners) shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:

• not discussing information about a Refugee/ Beneficiary (The relevant Funding Instructions refer to the Beneficiaries of the scheme as Beneficiary/ Refugee depending on which funding Instruction is relevant) in public; and

• not disclosing information to parties who are not authorised to have access to the shared information.

5.3 In addition to the above, the Provider must ensure that:

• personal data received is processed solely for the purposes of discharging their obligations for supporting Beneficiaries/Refugees under the contract for services.

• all personal data received is stored securely,

• not disclosing information to third parties who are not authorised to have access to the shared information.

• only people who have a genuine need to see the data will have access to it,

• information is only retained while there is a need to keep it, and destroyed securely and in line with government guidelines,

• all reasonable efforts have been taken to warrant that the Provider does not commit a personal data breach

• any information losses, wrongful disclosures or personal data breaches originating from the Provider are reported to HCC who are required (under the terms of their Funding Instruction) to report them to the HO Security team at HOSecurity-DataIncidents@homeoffice.gov.uk

• The HO, Security Team and Data Protection Officer may provide direction on the appropriate steps to take e.g. notification of the Information Commissioner’s Office (ICO) or dissemination of any information to the Beneficiaries

• The responsibility to notify HCC is not withstanding the internal policies the Provider will have regarding reporting data breaches to the ICO within 72 hours in their role as separate data controller.

5.4 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

5.5 Personal Data Breach is defined within the Data Protection Legislation. Guidance is available from the UK Information Commissioner. The HO will make available further information as to what constitutes a personal data breach upon request

5.6 The Provider undertakes to keep confidential and not to disclose, and to procure that their Staff keep confidential and do not disclose any information which they have obtained by reason of this contract.

5.7 The Provider shall ensure that any personal information concerning any Refugee/ Beneficiary disclosed to them in the course of delivering this contract for services is treated as confidential and should only be disclosed to a third party in accordance with the common law of confidentiality and provisions of Data Protection Legislation.

5.8 The Provider shall have in place appropriate policies and procedures to recognise and maintain the Refugee’s/ Beneficiaries’ need for confidentiality;

5.9 The Provider acknowledges that the UNHCR Resettlement Registration Form (RRF) or any other related document created by the UNHCR about a refugee must be shared only with delivery partners on a strict need to know basis.

5.10 The Provider agrees to assist and cooperate with HCC to enable HCC (where HCC is required by the requirements of the relevant Funding Instructions) to cooperate with the HO to enable the HO to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this contract as required .

**6 DATA SUBJECT REQUESTS**

 6.1. Every individual has data subject rights under Articles 15 – 22 UK GDPR in respect of their Personal Data.

6.2. Each Partner Organisation will process Data Subject Requests for the information it holds in line with their existing policies and practices, redirecting requestors under existing procedures, when the request is for data not held by that Partner Organisation.

6.3 Each Party will answer any subject access or other data subject requests made under the Data Protection Legislation that it receives for the personal data where it is the Controller for that data.

6.4 In cases where such a request is received for HO documents (see 8 below) or personal information extracted from those documents, the Provider shall:

• consult HCC before deciding whether or not to disclose the information;

• allow HCC a period of at least ten (10) working days to respond to that consultation; (this period is to enable HCC to consult with the HO as it is required to do so under the Funding Instruction)

• not disclose any personal data that would breach the principles of the Data Protection Legislation; and

• give proper consideration to any arguments from HCC and/or the HO as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

For the avoidance of doubt the RRF and related documents must not be shared with the refugee concerned, nor with any other party outside of appropriate delivery partners, without the specific agreement of UNHCR London office.

1. **PRIVACY NOTICES**

7.1 The Partner Organisations recognise their duty under the UK GDPR to provide information pro-actively and on request to individuals about how their information is processed.

7.2 Each Partner Organisation will ensure that their privacy notices give details of the processing of Personal Data and will be provided when:

* the data is collected from a data subject; or
* they receive Personal Data from another organisation.

**8 DATA TO BE SHARED**

**HO Documents: Resettlement Schemes**

8.1 HCC may share with the Provider the following documents received from the HO on a Refugee: (HO documents) (This list may be subject to change dependant on the relevant funding agreement)

8.1.1 UNHCR Resettlement Registration Form (RRF)

8.1.2 IOM Migration Health Assessment form (MHA)

8.1.3 UNHCR Best Interest Assessments and Determinations

8.1.4 IOM Pre departure Medical Screening Form (PDMS) and Pre Embarkation Certificate (PEC)

8.1.5 Video interview transcript (if available)

• **8.3 HO Documents: Afghan Schemes: Integration Support**

HCC may share with the Provider the following documents received from the HO on a Beneficiary: (HO documents) The type of data will be dependent on how and under which route the Beneficiary arrived in the UK, and may include: (This list may be subject to change dependant on the relevant funding agreement)

8.3.1 Family Questionnaire (where available)

5.2.1 UNHCR Resettlement Registration Form (RRF) (ACRS Pathway 2 only)

5.2.2 IOM Migration Health Assessment form (MHA) (all ACRS Pathways)

5.2.3 UNHCR Best Interest Assessments and Determinations (ACRS Pathway 2 only)

5.2.4 IOM Pre departure Medical Screening Form (PDMS) and Pre- embarkation Certificate (PEC) (all ACRS Pathways)

5.2.5 Home Office Matching Triage Questionnaire (ARAP cohorts)

The above documents will contain the following personal information on a Refugee/Beneficiary

**UNHCR Resettlement Registration Form (RRF)**

• biographic data for each Refugee including marital status, religion, ethnic origin, contact details in host country;

• Education, skills and employment summary;

• known relatives of the principal applicant and spouse not included in referrals submission;

• summary of the Basis of the Principal Applicant’s Refugee Recognition

;• Need for resettlement

;• specific needs assessment

;• the number of people within a family due to be resettled, age and gender or

family members;

• the language spoken;

• ability to communicate in English; and

• any known specific cultural or social issues

**MHA Form**

• consent from Refugee to conduct a medical examination;

• consent from the Refugee to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process

Best Interest Assessments and Determinations

• information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected

**PDMS Form and PEC**

• biographic data for each refugee that requires this form;

• Medical information in relation to the refugee including medical history, updates on treatments and medication, on-going care requirements

**Home Office Matching Triage Questionnaire**

* Biographic Data for Each Beneficiary including Name, Sex, Date of Birth, Primary Language.
* The number of individuals within a family due to be resettled, age and gender of family members.
* Ability to communicate in English.
* Education, Skills and Employment Summary
* Mobility needs, impairments for each Beneficiary (includes dependants).

**8.4 Additional information**:

In addition to the HO documents and information that HCC provides to the HO for evaluation the Partners will share such additional personal and special category information as may be required to contribute to furthering the understanding of the success of the scheme overall and also to highlight individuals needs which HCC and the Provider could provide bespoke support

This will include personal and special category data including Information surrounding the tenancy, sharing with additional organisations involved ( education, health, wellbeing, benefits etc), direct contact with the families ( project officer),  information prudent to the resettlement of the family in general for the Provider to take the lead supporting role.

**9. STORAGE, RETENTION AND DESTRUCTION SCHEDULE**

9.1 The Provider will keep all personal information shared securely in accordance with the relevant Data Protection Legislation and the common law duty of confidentiality as well as its own data retention and destruction schedules.

9.2 The Provider will not retain the personal information for longer than is necessary for the purpose of the resettlement activity as set out in 1.5 above.

9.3 A regular review shall be conducted by the Provider to assess the necessity of retaining the Refugee’s personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

**10. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION**

10.1 The Provider shall provide HCC with reasonable co-operation and assistance in relation to any complaint or request made in respect of data shared under this data sharing arrangement, including providing HCC with other relevant information reasonably requested by HCC. This includes information to enable HCC to cooperate with the HO in respect of such complaints or requests as HCC are required to do under the relevant Funding Instruction.

**11. STAFF RESPONSIBILITIES**

11.1 Staff authorised to access a Refugee’s and/or Beneficiary’s personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.

11.2 Staff should know how to obtain, use and share information they legitimately need to do their job.

11.3 Staff should never access information shared under this Funding Instruction, unless it is part of their role, and they have a business need to do so.

11.4 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSA.

11.5 Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSA and seek advice when necessary.

11.6 Staff should not share any of the information shared or discuss individual details of cases outside of a business need and working environment.

11.7 Staff should never use removable media to store/move this information. Staff should keep work laptops and work phones secure at all times.

11.8 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

Sharing Data

11.9 Staff should never give out sensitive information over the phone or in any other way unless they are sure who they are giving it to and they are entitled to that information.

11.10 Staff should not send any personal information, or information that could identify the case, by unsecure email.

11.11 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.

11.12 Staff should uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.

**12. METHOD OF TRANSFER OF PERSONAL DATA**

Personal data will be transferred using confidential encrypted email or other secure means as may be agreed between the Parties in writing from time to time.

**13. RESTRICTIONS ON USE OF THE SHARED INFORMATION**

**13.1 HO Documents (as listed within para 8)**

13.1.1 All information on a Refugee/ Beneficiary included in information that has been shared by the HO (HO documents) must only be used for the purposes defined in Section 1 of this DSA, unless obliged under statute or regulation or under the instructions of a court. Therefore any further uses made of the personal data will not be lawful or covered by this DSA.

13.1.2 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information’s release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to HCC who will refer the issue to the HO whose decision – in all instances – shall be final.

13.1.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiary’s/ Refugee’s case file and must include the following information as a minimum:

• date of disclosure;

• details of requesting organisation;

• reason for request;

• what type(s) of data has been requested;

• details of authorising person;

• means of transfer (must be by secure); and

• justification of disclosure

13.1.4 The restrictions on secondary disclosures as set out in paragraph 13.1 of this DSA apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

**13.2 All Personal Data**

Each Party will process Personal Data only in accordance with relevant data protection legislation (including UKGDPR and Data Protection Act 2018).

The Parties agree the personal data shared under this agreement will not be used for commercial or marketing purposes.

Each Party shall not use any information which they have obtained as a result of delivering the Scheme (including, without limitation, any information relating to any Refugee/ Beneficiary) in any way which is inaccurate or misleading.

**14. DATA ACCURACY, RECTIFICATION, ERASURE AND PORTABILITY**

14.1. Each Party will ensure that the Personal Data they process and share under this agreement is accurate and up to date.

14.2. Each Party shall inform the other of any rectification or erasure of Personal Data or restriction of processing as required under Article 19 UK GDPR.

**15. TRAINING**

Each Party will ensure that any Staff processing information shared under this agreement are trained in data protection and are fully aware of their responsibilities to maintain the accuracy, security and confidentiality of Personal Data in an efficient and lawful manner. Staff will also be made aware of the requirements to provide privacy notices when sharing or receiving Personal Data

**16 AUDITS**

The Provider acknowledges that under the current Funding Instructions HCC may be audited at the request of HO to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in the DSA. The Provider agrees to cooperate with requests from HCC should it be required to provide information to the HO specifically in this regard.

No other information would be requested reviewed or audited for this specific purpose.

1. SCHEDULE 6 TUPE Schedule
	1. INTERPRETATION
		1. The definitions and rules of interpretation in this paragraph 1 apply in this Schedule 6.

|  |  |
| --- | --- |
| Acquired Rights Directive | means Directive 77/187/EEC as amended and updated. |
| Data Protection Legislation | means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any successor legislation. |
| Effective Date | means the date on which the Services (or any part of the Services), transfer from the Third Party Employer to the Service Provider or Sub-Contractor and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Service Provider or Sub-Contractor. The first Effective Date shall occur on Commencement Date; |
| Employed In Connection With | means employed by the Service Provider (or its Sub-Contractor(s) if relevant) solely or mainly (i.e. more than 50% of their working time) in the delivery of the provision of the Services under this Agreement; |
| Employee Liability Information | means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:(a) the identity and age of the employee; (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; (d) information about any court or tribunal case, claim or action either brought by the employee against the Transferor within the previous two (2) years or where the Transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor; and (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE. |
| Employment Liabilities | means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses; |
| Redundancy Costs | means statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Service Provider in respect of any Third Party Employees or its own Staff; |
| Relevant Employees | means those employees who are Employed in Connection With the Services and whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider by virtue of the application of TUPE; |
| Relevant Transfer | means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of this Agreement; |
| Relevant Transfer Date | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place; |
| Replacement Services | means any services that are fundamentally the same as any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Council internally or by any Replacement Service Provider;  |
| Replacement Service Provider | means any third party Service Provider of Replacement Services appointed by the Council from time to time; |
| Service Provider’s Final Staff List | means the list of all the Service Provider’s and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date; |
| Service Provider’s Provisional Staff List | means the list prepared and updated by the Service Provider of all the Service Provider’s and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Council; |
| Service Transfer Date | means the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-contractor to the Council or any Replacement Service Provider; |
| Staffing Information | means in relation to all persons detailed on the Service Provider’s Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services; |
| Sub-Contract | means any sub-contract entered into by the Service Provider or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Service Provider this Agreement; |
| Sub-Contractor | means the contractors or service providers engaged by the Service Provider (or a sub-contractor of the Service Provider) to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council; |
| Subsequent Transfer | means, following the commencement of this Agreement, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Service Provider to the Council or Replacement Service Provider; |
| Third Party Employee | means employees of Third Party Employers whose contracts of employment transfer with effect from the Effective Date to the Service Provider or Sub-contractor by virtue of the application of TUPE. An indicative list of the Third Party Employees, as at the date of execution of the Agreement, is attached at Appendix 1 of this Schedule 6. |
| Third Party Employer | means a former supplier engaged by the Council to provide some or all of the Services to the Council before the Effective Date and whose employees will transfer to the Service Provider on the Effective Date; |
| Transferor and Transferee | has the meaning given in TUPE; |
| TUPE | means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.  |
| TUPE Information | has the meaning given in paragraph 3.6; |
| UK GDPR  | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018. |

* + 1. All other words, terms and expressions used in this Schedule 6 (Staff Transfer and TUPE) shall have the meanings given to them in clause 1 (Definitions) of this Agreement.
		2. Where a provision in this Schedule imposes an obligation on the Service Provider to provide an indemnity, undertaking or warranty, the Service Provider shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Third Party Service Provider Replacement Service Provider or Replacement Sub-contractor, as the case may be.
		3. Notwithstanding any other provisions of this Schedule 6, where in this Schedule 6 the Council accepts an obligation to procure that a Third Party Employer does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council’s contract with the Third Party Employer contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Third Party Employer does or does not act accordingly.
	1. TRANSFER OF EMPLOYEES TO THE SERVICE PROVIDER ON THE SERVICE TRANSFER DATE
		1. The Council and the Service Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment, other than in relation to any benefits in respect of old age, invalidity or survivors under any occupational pension scheme, of any Third Party Employee(s) shall transfer to the Service Provider or Sub-contractor. The Service Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under TUPE. The first Relevant Transfer shall occur on the Commencement Date.
		2. The Council shall procure that the Third Party Employer(s) shall provide the Employee Liability Information for the Third Party Employee(s) to the Service Provider, and, where necessary, update such information, as required by TUPE. The Council shall give no warranty as to the accuracy or completeness of the Employee Liability Information supplied by any Third Party Employer(s).
		3. The Service Provider shall be liable for and indemnify and keep indemnified the Council and any Third Party Employer against any Employment Liabilities arising from or as a consequence of:
			1. any proposed changes to terms and conditions of employment the Service Provider or Sub-Contractor may consider making on or after the Effective Date;
			2. any of the employees informing the Council and/or any Third Party Employer they object to being employed by the Service Provider or Sub-Contractor pursuant to Regulation 4(7) of TUPE; and
			3. any change in identity of the Third Party Employees' employer as a result of the operation of TUPE; or
			4. as a result of any proposed measures the Service Provider or Sub-Contractor may consider taking on or after the Effective Date.
		4. The Service Provider shall, and shall procure that any relevant Sub-Contractor shall, be liable for and indemnify and keep indemnified the Council and any Third Party Employer against any failure to meet all remuneration, benefits, entitlements and outgoings for the Third Party Employees, and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs, and otherwise from and including the Effective Date.
		5. The Service Provider shall immediately on request by the Council and/or the Third Party Employer provide details of any measures that the Service Provider or any Sub-Contractor of the Service Provider envisages it will take in relation to any Third Party Employees, including any proposed changes to terms and conditions of employment. If there are no such measures, the Service Provider will give confirmation of that fact, and shall indemnify and keep indemnified the Council and any Third Party Employer against all Employment Liabilities resulting from any failure by it to comply with this obligation.
		6. The Service Provider shall and shall procure that each and every Sub-Contractor shall in accordance with Regulation 6 of TUPE recognise the trade unions representing the Third Party Employees.
		7. The Service Provider shall ensure that any Sub-Contract entered into pursuant to this Agreement contains equivalent provisions to those set out in this Schedule 6 (Staff Transfer and TUPE).
		8. If as at the Commencement Date of this Agreement, the number of Third Party Employees that actually transfer to the Service Provider pursuant to TUPE is less than the number of Third Party Employees contained within the Third Party Employers Staffing Information supplied during the procurement process and upon which the Service Provider prepared its Tender, resulting in a reduction in the actual employment costs payable by the Service Provider, the Service Provider shall make a corresponding reduction to the Agreement Price. The Service Provider shall, upon request, provide such information as the Council reasonably requires to evidence and verify the Service Provider’s staffing costs.
	2. EMPLOYMENT EXIT PROVISIONS
		1. This Agreement envisages that subsequent to its commencement, the identity of the supplier of the Services (or any part of the Services) may change (whether as a result of expiry or termination of this Agreement or otherwise) resulting in a transfer of the Services in whole or in part (a “Subsequent Transfer”).
		2. Where a Subsequent Transfer constitutes a Relevant Transfer then the Council or Replacement Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
		3. The Service Provider shall and shall procure that any Sub-Contractor shall:
			1. on request from the Council on a date not more than twelve (12) months immediately preceding the expiry of this Agreement and/or any review date; and/or
			2. on receiving notice of termination of this Agreement (on whatever grounds and in whatever circumstances) or otherwise; and/or
			3. at such times as required by TUPE

provide promptly (and in any event within ten (10) days of request) and at no cost to the Council, in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider’s Provisional Staff List and the Staffing Information together with any additional information required by the Council (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Service Provider shall notify the Council, within ten (10) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Council.

* + 1. At least twenty eight (28) days prior to the Service Transfer Date, the Service Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the Replacement Service Provider, the Service Provider’s Final Staff List, which shall be complete and accurate in all material respects. The Service Provider’s Final Staff List shall identify which of the Service Provider’s and Sub-Contractor's staff/personnel named are Relevant Employees.
		2. The Council shall be permitted to use and disclose the Service Provider’s Provisional Staff List, the Service Provider’s Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Service Provider for any services that are substantially the same type of services as (or any part of) the Services.
		3. The Service Provider warrants to the Council and the Replacement Service Provider that the Service Provider’s Provisional Staff List, the Service Provider’s Final Staff List, the Employee Liability Information and the Staffing Information (the “TUPE Information”) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider’s Final Staff List.
		4. The Service Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information to the Council (including, but not limited to, for the purposes of the Council managing this Agreement with the Service Provider, monitoring the delivery of the Services and in relation to exit/succession planning and/or re-procurement of the Services on the expiry or termination of this Agreement (in whole or in part)) and any Replacement Service Provider under the Data Protection Legislation.
		5. The Council regards compliance with this paragraph 3 as fundamental to this Agreement. In particular, failure to comply with paragraphs 3.3 and 3.4 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Agreement Price until such information is provided. The maximum sum that may be retained under this paragraph 3.8 shall not exceed an amount equivalent to the Agreement Price that would be payable in the six (6) month period following the Service Provider’s failure to comply with paragraphs 3.3 or 3.4, as the case may be.
		6. Any change to the TUPE Information which would increase the total employment costs of the staff in the twelve (12) Months prior to expiry or termination of this Agreement shall not (so far as reasonably practicable) take place without the Council’s prior written consent, unless such changes are required by law. The Service Provider shall and shall procure that any Sub-Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.
		7. In the twelve (12) Months prior to expiry or termination of this Agreement or from the date of service of a termination notice of this Agreement, (whichever is the longer) the Service Provider shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff/personnel listed on the Service Provider’s Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the Services any supervisory or managerial staff/personnel without the Council's prior written consent (such consent not to be unreasonably withheld or delayed).
		8. The Service Provider shall indemnify and keep indemnified in full the Council and each and every Replacement Service Provider against all Employment Liabilities arising from or connected with:
			1. any person who is or has been employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of any of the Services;
			2. any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Service Provider and/or any Sub-Contractor);
			3. any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
			4. any failure by the Service Provider or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Service Provider’s Provisional Staff List, the Service Provider’s Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
			5. any failure on the part of the Service Provider or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including any pension provision or failure to make all due payments to the Relevant Employees or applicable pension fund;
			6. any failure or omission of any legal or statutory obligation on the Service Provider;
			7. any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of this Agreement; and
			8. any other obligations of or arising under this Agreement,

whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.

* + 1. The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
		2. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 3.3 to 3.12, to the extent necessary to ensure that any Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Service Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
		3. Notwithstanding paragraph 3.13, it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.
		4. The Council shall not be liable to the Service Provider (or any Sub-Contractor) in respect of any Redundancy Costs either upon the Commencement Date or the expiry or termination of this Agreement (in whole or in part).

APPENDIX 1 - EMPLOYEE LISTS

**List of Third Party Employees**

The anonymised list of Third Party Employees anticipated to be in scope to TUPE transfer to the Service Provider on the Commencement Date (as at the date of entering into this Agreement).

REDACTED

1. SCHEDULE 7 Clarifications

REDACTED

1. SCHEDULE 8 Service Provider’s Tender

REDACTED