

East Midlands Public Sector Leadership Programme

Services Contract Particulars

(incorporating terms and conditions which are attached overleaf)

Parties	NOTTINGHAMSHIRE COUNTY COUNCIL of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP (Council). NOTTINGHAM CONSULTANTS LIMITED incorporated and registered in England and Wales with company number 02359225 whose registered office is at 50 Shakespeare Street, Nottingham, England, NG1 4FQ (Provider).
Commencement Date	1 July 2025
End Date	31 August 2028, subject to any extensions under clause 2.2.
Council Representative	Name: Hannah Gemmill Email: Hannah.Gemmill@nottsccl.gov.uk Tel: 0115 804 2502
Provider Representative	Name: Dr Melanie Bull Email: mel.bull@ntu.ac.uk Tel: 0115 848 2891
Services to be provided	As set out in Schedule 1
(if applicable) Dates and times on which the Services are to be provided	As set out in Schedule 1
Charges (agreed fees)	As set out in Schedule 1

This Agreement has been entered into on the date signed by an authorised signatory of the Council.

SIGNED for and on behalf of **NOTTINGHAMSHIRE COUNTY COUNCIL** by:

Signed:



Name: Charles Mason

Position: Senior Solicitor

Date: 07/08/2025

SIGNED for and on behalf of **NOTTINGHAM CONSULTANTS LIMITED** by:

Baback Yazdani

Signed:

Name: Prof Baback Yazdani

Position: Executive Dean of Nottingham Business School, Nottingham Trent University

Date: 07/08/2025

BACKGROUND

- A. On 17th April 2025, the Council advertised on the UK e-notification service (reference: DN770609), inviting prospective providers to submit proposals for the provision of the Services.
- B. Based on the Provider's Bid, the Council selected the Provider to provide the Services and the Provider is willing and able to provide such services in accordance with the terms and conditions of this Agreement.
- C. The Provider agreed to enter into a Letter Agreement with each Participating Organisation in respect of their Nominees.
- D. Accordingly, the Parties have agreed to enter into this Agreement for the provision of the Services on the terms and conditions set out below.

TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS AND INTERPRETATION

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

Action Plan: means the plan requested further to Clause 19.

Agreement: means these terms and conditions and the Contract Particulars.

Bid: the Provider's bid in response to the Council's invitation to tender set out at Schedule 2.

Council: as defined in the Contract Particulars.

Authorised Representatives: means the persons respectively designated as such by the Council and the Provider as detailed in the Contract Particulars.

Best Industry Practice: means the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them.

Charges: means the fees payable for the Services as set out in Contract Particulars.

Cohort: means a group of Nominees within a Contract Year, comprising a minimum of 20 and a maximum of 30 Nominees, as set out in Schedule 1; there shall be one Cohort per Contract Year.

Commencement Date: as set out in the Contract Particulars.

Contract Particulars: means the specific details regarding the provision of Services under this Agreement which are attached to the front of these terms and conditions.

Contract Year: a period of 12 months, commencing on the Commencement Date and on each anniversary of the Commencement Date.

Data Protection Legislation: means (i) the UK GDPR; (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy.

DPA 2018: means the Data Protection Act 2018.

Default: means any breach of the obligations of the Provider under this Agreement (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Provider or the Provider's Personnel in connection with or in relation to the subject matter of this Agreement and in respect of which the Provider is liable to the Council and/or the Participating Organisation.

Dispute Resolution Procedure: means the procedure set out in clause 9.

EIR: means the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

End Date: as set out in the Contract Particulars subject to earlier termination under this Agreement or any extension under clause 2.2.

FOIA: means the Freedom of Information Act 2000, and any subordinate legislation made under the 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 the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including epidemic, pandemic, acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding

any industrial dispute relating to the Provider, the Provider's Personnel or any other failure in the Provider's supply chain.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property: means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Sections 2 to 5 of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Provider is bound to comply.

LED: means Law Enforcement Directive (*Directive (EU) 2016/680*) as transposed into UK law by the DPA 2018.

Letter Agreement: means a tripartite agreement between the Council, a Participating Organisation and the Provider, which outlines the terms under which the Participating Organisation assumes responsibility for making payments direct to the Provider in accordance with clause 6 and Schedule 1 of this Agreement and any administrative duty that arise in connection with this.

Necessary Consent: means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

Nominees: means the individuals selected by the Participating Organisations comprising of Heads of Service (HoS), Group Managers (GMs), Team Leaders (TLs) and any other individual deemed appropriate by the Participating Organisations to take part in the Services.

Participating Organisation: means a public body within the East Midlands, namely a council or local authority, the Department of Health and Social Care, Police, Fire and Rescue Service and any other public body that is interested in taking part in the Services and is accepted subject to prior approval of the Steering Group.

Personal Data: take the meanings given in the UK GDPR.

Provider: as set out in the Contract Particulars.

Provider's Personnel: means all employees, staff, other workers, agents, sub-contractors and consultants of the Provider who are engaged in the provision of the Services from time to time.

Relevant Transfer: means a relevant transfer for the purposes of TUPE.

Request for Information: means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

Steering Group: means the representatives from the Council, the Provider and each Participating Organisation who meet to oversee the delivery of the Services and management of this Agreement.

Services: means the East Midlands Public Sector Leadership Programme to be delivered by or on behalf of the Provider under this Agreement, as more particularly described in Schedule 1.

Term: means the period beginning on the Commencement Date up to and including the End Date or on the expiry of any extension to this Agreement in accordance with clause 2.2.

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

UK GDPR: means the UK version of the General Data Protection Regulation (*Regulation (EU) 2016/679*).

Working Day: means Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedule (if any) forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders and those who identify as non-binary.

- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. TERM

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 The Council may extend the Term by serving notice on the Provider in writing 1 month prior to the End Date.

3. SUPPLY OF SERVICES

- 3.1 The Provider shall provide the Services to the Council and any Participating Organisation with effect from the Commencement Date in accordance with the provisions of this Agreement.
- 3.2 The Provider shall provide the Services, or procure that they are provided:
- (a) with reasonable skill and care and in accordance with Best Industry Practice;
 - (b) in accordance with all applicable Laws;
 - (c) in accordance with Schedule 1 and Schedule 2 and where there is any inconsistency or conflict between the two Schedules, Schedule 1 will prevail; and
 - (d) With reasonable endeavours on the dates and times as specified in the Contract Particulars (if applicable).
- 3.3 The Provider shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if it were a “public authority” as defined by that Act. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.
- 3.4 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment and the Provider shall comply with the Council’s Equality Policy (available upon request).
- 3.5 The Provider shall ensure that all Necessary Consents are in place to provide the Services, and the Council and/or a Participating Organisation shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 3.6 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Provider has notified the Council and/or a Participating Organisation in writing.

4. HEALTH AND SAFETY

- 4.1 The Provider shall promptly notify the Council and a Participating Organisation of any health and safety hazards, which may arise in connection with the performance of this Agreement.
- 4.2 The 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.
- 4.3 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is provided to the Council and/or a Participating Organisation upon request.

5. NOT USED

6. PAYMENT

- 6.1 The Provider shall separately invoice the Council for the Council’s Nominees and the Nominees of a Participating Organisation for payment of the Charges on the Commencement Date of the Agreement for their Nominees for a particular Cohort. All invoices must contain the Council’s or the Participating Organisation’s relevant purchase order number. The Provider acknowledges that the Council is not responsible for failure by the Participating Organisation to pay the Provider or facilitating the making of payments owed by the Participating Organisation to the Provider or any administrative duties related to this.
- 6.2 The Charges will be stated in the purchase order sent to the Provider by the Council or the Participating

Organisation. Any Provider travel and subsistence charges (if applicable) need to be agreed with the Council and the Participating Organisation before the Services take place.

- 6.3 The Council and/or the Participating Organisation shall pay the Charges which have become payable within 20 Working Days of receipt of an undisputed invoice from the Provider.
- 6.4 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 9 (Dispute Resolution).
- 6.5 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council and/or the Participating Organisation following delivery of a valid VAT invoice. The Provider shall indemnify the Council and/or the Participating Organisation against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council and/or the Participating Organisation at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Agreement.
- 6.6 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council and the Participating Organisation pursuant to this Agreement. Such records shall be retained for inspection by the Council and the Participating Organisation for 6 years from the end of Term.
- 6.7 Where the Provider enters into a sub-contract for the purpose of performing this Agreement, it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by the Provider to the sub-contractor within a specified period not exceeding 20 Working Days from the receipt of a valid invoice, as defined by the sub-contract requirements.

7. PERSONNEL

- 7.1 At all times, the Provider shall ensure that:
- (a) each of the Provider's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Provider's Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Provider are involved in providing the Services; and
 - (d) all of the Provider's Personnel comply with all of the Council's policies notified to the Provider by the Council.

8. VARIATION

The Council may require variations to this Agreement, including to the Services, provided that such variation is agreed in writing with the Provider.

9. DISPUTE RESOLUTION

- 9.1 If any dispute arises in connection with these terms and conditions or delivery of the Services, the Steering Group shall within 5 Working Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 9.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by referring the matter to the senior managers of the parties appointed for the purpose who will meet in a good faith effort to resolve the matter within 20 Working Days of referral.
- 9.3 If the matter is not resolved through negotiation either party may refer the matter to mediation.

10. SUB-CONTRACTING AND ASSIGNMENT

- 10.1 The Provider shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the Council, neither may the Provider sub-contract the whole or any part of its obligations under this Agreement except with the express prior written consent of the Council.
- 10.2 The Council shall be entitled to novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

11. INDEMNITIES

The Provider shall indemnify and keep indemnified the Council and the Participating Organisation against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of the Provider's Personnel except to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable Law by the Council, the Participating Organisation or their representatives.

12. LIMITATION OF LIABILITY

- 12.1 Subject to clause 12.3, 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, goodwill or business opportunities whether direct or indirect.
- 12.2 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. Subject to clause 12.3, each of the Council and a Participating Organisation's total aggregate liability 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 Charges that are properly due and payable and for which the Council and a Participating Organisation shall remain fully liable in accordance with clause 6) shall in no event exceed the total Charges paid by either the Council for its Nominees or by the Participating Organisation for their Nominees under or pursuant to this Agreement.
- 12.3 Notwithstanding any other provision of this Agreement neither party limits nor excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence; or
 - (c) any other act or omission, liability for which may not be limited under any applicable Law.

13. INSURANCE

- 13.1 The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- (a) public liability insurance with a limit of indemnity of not less than £10 million in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of indemnity of not less than the statutory required minimum where a Provider has employees; and
 - (c) professional indemnity insurance with a limit of indemnity of not less than £1 million in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Services hold and maintain appropriate cover (**Required Insurances**).

The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the 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 Provider.

- 13.2 The Provider shall give the Council, on request, copies of all certificates of insurance referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 13.3 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 13.4 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Agreement.
- 13.5 The Provider shall hold and maintain the Required Insurances for a minimum of 6 years following the expiration or earlier termination of the Agreement where the cover is provided on a "claims made" basis.

14. FREEDOM OF INFORMATION

- 14.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.
- 14.2 The Provider shall and shall procure that its sub-contractors shall:
- (a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information;
 - (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within 5 Working Days (or such other period as the Council may specify) of the Council requesting that Information; and

- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

14.3 The Council shall be responsible for determining at its absolute discretion whether any Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or
- (b) is to be disclosed in response to a Request for Information.

14.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

14.5 The Provider acknowledges that the Council may be obliged under the FOIA or the EIR to disclose Information:

- (a) without consulting with the Provider; or
- (b) following consultation with the Provider and having taken its views into account,

provided always that where clause 14.5(b) applies the Council shall, in accordance with any recommendations of a relevant code of practice, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

14.6 The Provider shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

15. DATA PROTECTION

15.1 The Parties agree and acknowledge the provision of the Services shall not involve the processing of any Personal Data. Each party shall comply with its responsibilities under Data Protection Legislation.

15.2 The Provider warrants that prior to entering this Agreement it has completed and submitted to the Council such data security and protection forms as required by the Council and such other similar or replacement forms required by the Council during the Term and undertakes to keep all such forms submitted under regular review and updated throughout the Term and to provide the Council with the latest versions of such forms within 5 Working Days of the Provider updating such documents and/or when requested to do so by the Council.

16. CONFIDENTIALITY

16.1 Subject to clause 16.2, the parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating to it.

16.2 Clause 16.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law, provided that clause 14.1 shall apply to any disclosures required under the FOIA or the EIR;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 16.1;
- (d) by the Council of any document to which it is a party and which the parties to this Agreement have agreed contains no commercially sensitive information;
- (e) to enable a determination to be made under clause 9 (Dispute Resolution);
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (g) by the Council to any department, office or agency of the UK Government; and
- (h) by the Council relating to this Agreement and in respect of which the Provider has given its prior written consent to disclosure.

16.3 Subject to clause 15, on or before the End Date, the Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's employees or a Participating Organisation's employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

17. AUDIT

Subject to clause 15, the Provider shall keep and maintain until 6 years after this Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of this Agreement including the Services provided under it; on an open book basis in accordance with best accountancy practices, all

expenditure reimbursed by the Council; and all payments made by the Council. The Provider shall on request afford the Council or its representatives such access to those records as may be required by the Council in connection with the Agreement.

18. INTELLECTUAL PROPERTY

- 18.1 In the absence of prior written agreement by the Council and the Participating Organisation to the contrary, all Intellectual Property except for training material created by the Provider or any employee, agent or sub-contractor of the Provider, exclusively for the purpose of performing the Services shall vest in the Council and the Participating Organisation jointly on creation.
- 18.2 The Provider shall indemnify the Council and the Participating Organisation against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council or the Participating Organisation's acts or omissions.

19. PROVIDER DEFAULT AND TERMINATION FOR BREACH

Default

- 19.1 The Council may monitor the performance of the Services by the Provider in accordance with Schedule 1.
- 19.2 In the event that the Provider does not comply with the provisions of clause 3 (Supply of Services) in any way, the Council may serve the Provider with a notice in writing setting out the details of the Default (**Default Notice**). If the Council considers that the Default is capable of remedy then the Council may at its absolute discretion require the Provider to prepare an Action Plan.
- 19.3 A Default Notice shall state if an Action Plan is required and the timeframe within which it must be submitted to the Council for approval. Once the Action Plan is approved the Provider shall meet the deadline for when the improvements must be actioned as prescribed by the Council. The parties may, at the Council's absolute discretion, repeat the Action Plan process as many times as the Council deems is necessary prior to taking any action under clause 19.5.
- 19.4 The Council may require the Provider to prepare an Action Plan without issuing a Default Notice and the Provider shall comply with such a request.
- 19.5 Without prejudice to any of the Council and the Participating Organisation's other rights under this Agreement, the Provider's failure to remedy a Default within the time agreed in accordance with clause 19.3 may result in (at the Council's absolute discretion):
- (a) the Council and the Participating Organisation withholding some or all of the relevant Charges;
 - (b) suspending the Provider from the Agreement; or
 - (c) termination of the Agreement.

Termination

- 19.6 The Council may terminate this Agreement with immediate effect by the service of written notice on the Provider in any of the following circumstances:
- (a) if the Provider is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, the Council may only terminate this Agreement under this clause 19.6 if the Provider has failed to remedy such breach within 10 Working Days of receipt of written notice from the Council to do so;
 - (b) if the Provider has failed to remedy a Default within 20 Working Days of receipt of written notice from the Council to do so;
 - (c) if a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;
 - (d) if the Provider ceases or threatens to cease to carry on business in the UK;
 - (e) if there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Provider to which the Council reasonably objects.
- 19.7 The Council may terminate this Agreement in accordance with the provisions of clause 21 (Force Majeure and Business Continuity) and clause 21 (Prevention of Bribery).
- 19.8 If this Agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Provider hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

20. NOT USED

21. FORCE MAJEURE AND BUSINESS CONTINUITY

- 21.1 Subject to the remaining provisions of this clause 21, the Provider shall not be liable to the Council for any reasonable delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event provided the Provider has made reasonable efforts to maintain or resume continuity of Service delivery having become aware of a Force Majeure Event.
- 21.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, its cause and its estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 21.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 21.4 The Provider cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Provider should have foreseen and provided for the cause in question.
- 21.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 21.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 21.7 The Council may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 5 Working Days.

22. PREVENTION OF BRIBERY

- 22.1 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Provider all losses resulting from such termination, if the Provider or any of the Provider's Personnel (whether or not acting with the Provider's knowledge):
- (a) directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to;
 - (b) induces that person to perform improperly a relevant function or activity;
 - (c) rewards that person for improper performance of a relevant function or activity;
 - (d) directly or indirectly requests, agrees 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;
 - (e) commits any offence:
 - (i) under Section 117(2) of the Local Government Act 1972;
 - (ii) under the Bribery Act 2010;
 - (iii) under legislation creating offences concerning fraudulent acts; or
 - (iv) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council.
 - (f) defrauds, attempts to defraud, or conspires to defraud the Council.
- 22.2 Any termination under clause 22.1 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

23. CONSEQUENCES OF TERMINATION

- 23.1 On termination of this Agreement the Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Provider's Representative shall certify full compliance with this clause.
- 23.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after the End Date including clause 11 (Indemnities), clause 12 (Limitation of Liability) clause 13 (Insurance), clause 14 (Freedom of Information), clause 15 (Data Protection), clause 16 (Confidentiality), clause 17 (Audit), clause 19 (Termination for Breach), this clause 23 (Consequences of Termination) and clause 36 (TUPE) shall survive termination or expiry of this Agreement.

24. NON-SOLICITATION

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

25. WAIVER

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Provider in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Provider of its obligations to deliver the Services in accordance with the provisions of this Agreement.

26. CUMULATION OF REMEDIES

Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

27. SEVERABILITY

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

28. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

29. THIRD PARTY RIGHTS

- 29.1 Unless stated otherwise, 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.
- 29.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

30. PUBLICITY

- 30.1 The Provider shall not undertake any activity, including any public statement in either online or offline channels, which will bring the reputation of the Council into disrepute.
- 30.2 The Provider shall notify the Council with immediate effect as soon as it becomes aware of any activity or information provided by it which, may adversely affect the Council's involvement in this Agreement or the reputation of the Council.
- 30.3 It shall not make or consent to the making of any public statement or announcement, or engage in any promotional or marketing activity (whether through online or offline channels including, but not limited to, posters, leaflets, flyers, media activity, websites, social media sites, signage and events) concerning this Agreement without the Council's consent.
- 30.4 Any use of the Council's logo must be approved by the Council's Communications and Marketing Team. Use of the Council's logo must comply with the Council's brand guidelines which will determine its position and size in relationship to any partner/other logos. The appropriate version of the Council's logo shall be supplied by the Council's Communications and Marketing Team who will ensure the relationship with the Council is made clear (e.g. 'working in partnership with').

31. NOTICES

- 31.1 Notices shall be in writing, and shall be sent to the other party's Authorised Representative at that party's registered office or usual place of business (as the case may be) if sent by first-class mail or to the Authorised Representative's email address if sent by email.
- 31.2 Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting.
- 31.3 Correctly addressed notices sent by email shall be deemed to have been delivered at the time of transmission if sent between 9am and 5pm on a Working Day or otherwise at 9am on the next Working Day.

32. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY

The parties acknowledge and agree that this Agreement constitutes a contract for the provision of Services and not a contract of employment. The Provider shall at all times indemnify the Council and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Council is alleged or determined to have been assumed or imposed with the liability or responsibility for the Provider's Personnel (or any of them) as an employer of the Provider's Personnel and/or any liability or responsibility to HM Revenue and Customs as an employer of the Provider's Personnel whether during the Term or arising from termination or expiry of this Agreement.

33. TRANSPARENCY

- 33.1 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council is required to publish information on its website detailing any item of expenditure over £500 and any contract with a value that exceeds £5,000. The information published will include the Provider's details and the Charges to be paid. The parties acknowledge that this information is not confidential information or commercially sensitive information.
- 33.2 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR, the content of this Agreement is not confidential information or commercially sensitive information. The Council shall be responsible for determining at its absolute discretion whether any of the content of this Agreement is for disclosure in accordance with the FOIA or the EIR. Notwithstanding any other term of this Agreement, the Provider hereby gives its consent for the Council to publish this Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the FOIA or the EIR redacted) including from time to time agreed changes to this Agreement, to the general public.

34. MODERN SLAVERY

To the extent that the Modern Slavery Act 2015 may apply to the Provider, the Provider:

- (a) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time and not engage in any activity which would constitute an offence;
- (b) represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Provider nor any of the Provider's Personnel:
 - (i) have been convicted of any offence involving slavery and human trafficking;
 - (ii) have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- (c) shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure to ensure that there is no slavery or human trafficking in its supply chains and include contractual commitments aligned with those in this clause.

35. WHISTLEBLOWING

- 35.1 The Provider shall ensure that it has a whistleblowing procedure which shall be provided to the Council upon request.
- 35.2 The Provider confirms that the Council is authorised as a person whom the Provider's Personnel may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of the Provider's Personnel making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and the Provider's Personnel will be made aware of this provision. The Provider further declares that any provision in any contract purporting to preclude a member of the Provider's Personnel from making a protected disclosure is void.
- 35.3 The Provider shall ensure that the Provider's Personnel are aware of the Council's whistleblowing policy (available on the Council's website) and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.

36. TUPE

The Parties do not expect there to be a Relevant Transfer at the Commencement Date or the End Date.

37. ENTIRE AGREEMENT

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

38. COUNTERPARTS AND ELECTRONIC SIGNATURES

- 38.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered by email (in pdf format or as otherwise agreed by the parties) or otherwise shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.
- 38.2 Where this Agreement is executed, scanned and transmitted electronically or where electronic signing software is used, electronic signatures shall be deemed original signatures for the purposes of this Agreement and all matters related to it, with such electronic signatures having the same legal effect as original "wet ink" signatures.

39. GOVERNING LAW AND JURISDICTION

- 39.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 39.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.



East Midlands Leadership Transformation Programme

Tender Reference: DN770609

PART THREE Goods and Service Specification

Please Note: This specification forms an integral part of the contractual arrangements and provides the criteria by which service quality, efficiency and effectiveness will be monitored and evaluated by the Contracting Authorities and other interested parties.

1. INTRODUCTION

- 1.1. The Council seeks to create an Agreement with the Provider who is to facilitate, coordinate and deliver the East Midlands Public Sector Leadership Transformation Programme (“**the Programme**”). The Programme shall be delivered to Nominees from Participating Organisations in the East Midlands, with the aim of developing future Place leaders and address system wide issues.
- 1.2. The Programme shall be delivered over a nine-month period and consist of 10 days taught sessions. The Programme will commence with an induction day, followed by four units (two days per unit) and ends with a conference day of project presentations and a celebration of learning.
- 1.3. The aims of the Programme are to:
 - a. develop knowledge and skills to work in complexity and uncertainty;
 - b. develop Place leaders to manage in “the system” including political/stakeholder relationships;
 - c. develop a range of skills and knowledge to support reimagining public services in the context of public service reform;
 - d. focus on a test and learn approach grounded in real work;
 - e. focus on data/digital/evidence-based approaches, strategic system thinking, performance and theory of change approach;
 - f. develop skills in leading people and organisations, from an ethical and responsible leadership position, to support responsible and sustainable employee engagement and performance;
 - g. evaluate the impact of communication, recognising enablers and barriers and developing communication strategies to improve culture and staff motivation;
 - h. develop the practice of innovation and creativity through established models, design and implementation; and
 - i. drive system wide public sector reform, with cross public sector managers coming together to work on ‘real life’ problems that public services are currently facing, with the aim of finding real solutions. This should be rooted in empowering and involving communities.
- 1.4. The Programme will consist of a range of Nominees, including Heads of Service (HoS), Group Managers (GMs) and Team Leaders (TLs) across all public sector organisations within the East Midlands.
- 1.5. The Nominees will get involved in group work and action learning sets focussed on “live issues” outside of the teaching days, facilitated by the Provider.
- 1.6. There is an expectation that the Nominees will continue to collaborate, build relationships and contribute to the public sector system wide ongoing change and improvement work once graduated.
- 1.7. The modules which are to be introduced as part of the Programme are intended to support the Nominees with responsibility for managing people, projects and innovation within their organisation and on a system wider basis. The Nominees will work on a live consultancy project designed by the Participating Organisations, setting system wide hard to solve, real issues, asking Nominees to research and present real solutions to senior leaders on the final conference day, enabling learning from the modules to be put into practice across the system.
- 1.8. The content requirements may alter depending on any emerging needs of the Participating Organisations. The Steering Group will inform the Provider of these and give sufficient notice for

course content to be altered. This will take place in between Cohorts rather than during them, unless the need is deemed as urgent.

- 1.9. On successful completion of the Programme, the Nominees shall be accredited with 20 credits for the Level 7 module, being Leading People and Innovation in Organisations. This will enable the Nominees to continue their studies on a relevant level 7 course should they wish to.
- 1.10. The Charges for each Nominee attending the Programme shall not exceed £1,500.00 for the duration of the Agreement. Each Cohort shall have a minimum of 20 Nominees at a cost of £30,000 per Cohort and a maximum of 30 Nominees at a cost of £45,000 per Cohort. These participation numbers are to ensure that the Cohort size is not too large but is financially viable for the Provider. It is also to ensure that effective group sharing and learning can take place. In total, three Cohorts are required to be undertaken during the Term of the Agreement.

2. TRAINING DELIVERY

- 2.1. Face to face delivery of the Services is required to enable the Cohort to build relationships across the public sector and to work together on the final commercially focused project.
- 2.2. The Provider is required to facilitate action learning workshops in between the training sessions (these workshops can be delivered virtually, namely through Teams).
- 2.3. The Programme shall be hosted and organised by the Provider at venues that are ideally easily accessible to all Nominees from across the East Midlands.
- 2.4. All delivery locations need to be fully compliant with British Standard BS 8300, the new standard for accessible and inclusive environments.
- 2.5. The Provider is expected to arrange and host all events, including providing equipment and guest speakers, and all appropriate training materials. The cost of materials and events are to be included in the Charges per Nominee, and all appropriate materials are to be shared with the Nominees.

3. COHORT SIZE AND TERM STRUCTURE

- 3.1. The Provider shall deliver the Services to a maximum of thirty (30) Nominees in each Cohort, with one Cohort per Contract Year up to a maximum of three (3) Cohorts across a three-year period.
- 3.2. It is anticipated that the minimum number of Nominees per Cohort will not be below twenty (20). If for some reason, the minimum number of Nominees cannot be reached, the Programme will not commence, and there will be no Charges to any of the Participating Organisations associated with the Programme not running.
- 3.3. The Provider will need to be able to deliver the Programme consistently over a three-year period, with the ideal starting period for the first Cohort being late Early Summer 2025.
- 3.4. Each Participating Organisation shall nominate the number of Nominees attending each Cohort. This information must be forwarded to the Provider detailing the Nominees' names and job titles. If the total number exceeds 30, the Steering Group will make the final decision of numbers to ensure equal participation across a range of public sector organisations. The Provider shall be held responsible for holding this personal information in compliance with GDPR regulations. At this time, the Participating Organisation must also complete a Letter Agreement with the Council and provide a purchase order (PO) number to the Provider to ensure payment can be made.

4. RESPONSIBILITIES OF THE COUNCIL

- 4.1. The Council will establish and manage the Agreement with the successful Provider. However, each individual Cohort will be managed by the Participating Organisations via a Letter Agreement. In

practice, this means that once a Participating Organisation has confirmed their Nominees, they will be directly responsible for all associated costs, including travel expenses, paying invoices, providing details of those attending, agreeing on time-off arrangements, and reporting absences, among other administrative duties.

- 4.2. The Steering Group will agree the final Programme content with the Provider.
- 4.3. The Provider will need to market the Programme across the public sector in East Midlands, and the Steering Group can actively support this activity within their own organisations and via their networks.

5. Contract Mobilisation and Performance

- 5.1. At no expense to the Council, the Provider will be required to meet with the Programme Steering Group at a mutually agreed location or via Teams:
 - a. prior to the Commencement Date to agree Programme content and scope;
 - b. Mid-way through each Cohort; and
 - c. Following the evaluation of each Cohort.
- 5.2. The below management information is to be provided to the Council:
 1. numbers of Nominees;
 2. number of Nominees from each area of the public sector;
 3. number of Nominees who have successfully completed the Programme as part of the Services;
 4. current role/level of each Nominee;
 5. career achievement obtained since completing the Programme; and
 6. a breakdown of the topics of project work completed.
- 5.3. The purpose of these meetings will be to review the materials, learning outcomes, and the success of each Cohort, and to make any necessary changes to ensure a continuous improvement approach to the Services provided, including the materials, the Programme and the learning experience.
- 5.4. The following key performance indicators will be reported on annually throughout the contract at the programme steering group meetings.

KPI	Good	Approaching target	Requires improvement	Inadequate
% of attendees that successfully complete the course	90% +	85 to 89%	80 to 84%	equal to or less than 80%
Number of public sector organisations that provide attendees to attend the course following the supplier's active marketing methods	8+	5 - 7	3 - 4	below 3
Specific attendee evaluation detailing both percentages and trends of the course content by module, delivery style, methods adopted etc.	90% and above	80 - 89%	51 - 79%	50% or below

6. CHARGING AND PAYMENTS

- 6.1. Payment arrangements for the Participating Organisations will be reflected in their individual order forms.
- 6.2. The Charges per Nominee shall include all Programme materials and costs associated with delivering the Programme.
- 6.3. There is a commitment that once a Participating Organisation has agreed that they will provide a specific number of Nominees to a Cohort, any subsequent costs associated with those Nominees will be honoured by the Participating Organisation, regardless of whether the Nominees commence or complete the Programme.



Pricing Response Form for the Supply of the East Midlands Leadership Transformation Programme

Project Reference: DN770609

BIDDER TO COMPLETE THE FOLLOWING:

Name of your organisation	Nottingham Business School – Nottingham Trent University
Fee Price per nominee attending the programme. This price will cover all costs associated with the running of the EMLTP	£ 1,500 per delegate (minimum 20 delegates)

Signed:

A handwritten signature in black ink, appearing to read "Melanie Bull", written over a light green rectangular background.

Name: Dr Melanie Bull

Position: Director of Executive Education, Nottingham Business School

Date: 28th April 2025

2.1 Skills, Knowledge and Capability

Nottingham Business School (NBS) at Nottingham Trent University holds the prestigious triple crown of EQUIS, AACSB, and AMBA accreditations. Combining academic excellence with societal impact, NBS has a strong record of supporting leadership development across the public sector. Recently, it secured a five-year reaccreditation of the Small Business Charter, meeting all 30 dimensions.

We have delivered four cohorts of the Nottingham Leadership Transformation Programme, providing accredited leadership development for staff from Nottingham City Council, Nottinghamshire Fire and Rescue Service, Nottinghamshire Police, and the Nottinghamshire Integrated Care Board. Focused on Leading People and Innovation in Organisations, the programme achieved a 90% satisfaction rate, with 86.57% of participants reporting increased confidence in key leadership skills. It also fostered cross-organisational learning sets, improving multi-agency responses and strengthening partnerships in Nottingham. Attached documents include: NLTP module guide, the NLTP brochure and the NLTP case study.

Additionally, we currently deliver a Postgraduate Certificate in Leadership and Management Practice for Social Work leaders in South Yorkshire and Lincolnshire (course guide attached). Our University provides robust infrastructure to support these programmes, including student support, course administration, and teaching spaces.

Dr. Mel Bull, Director of Executive Education at Nottingham Business School, will lead the East Midlands Leadership Transformation programme. With a DBA, MSc in Coaching and Mentoring, and MA in Communications, she is a Chartered Management Institute Fellow (FCMI) and has 17 years of executive education experience. Mel has led the development and delivery of numerous bespoke programmes for the NHS, Local Government, and industry, including the Nottingham Leadership Transformation Programme.

Other academics to be involved in the programme would include:

Professor Mollie Painter is a Professor of Ethics and Organisation and leads the Responsible and Sustainable Business Lab (RSB Lab), a bespoke research centre within Nottingham Business School (NBS). The RSB Lab is dedicated to the promotion and dissemination of research, training and practitioner engagement around responsible and sustainable business practice.

Dr. Suzanne Ross, Senior Lecturer in Executive Education and certified Executive Coach, specialises in leadership development and consultancy for public, private, and third sector organizations. Her doctorate focused on leadership talent, success, and derailment.

Dr. Martin Jones, Head of Accounting and Finance at the Business School, specialises in management accounting, performance management, and strategic management, particularly in public sector contexts. A CIPFA-qualified accountant, Martin's Doctoral research focused on Strategic Turnaround and Corporate Improvement in English Local Government. He has held senior finance roles in public sector organisations.

Paul Wreaves, Course Leader for MSc Innovation Management and Entrepreneurship at Nottingham Business School, specialises in leadership, innovation, and supply chain management. An experienced business coach, he has contributed to the Government Growth Accelerator Project and provided consultancy through the NTU Future Factory programme.

Professor Will Rossiter has extensive expertise in evaluating public programmes, overseeing evaluations worth £2.5 billion. He has helped shape national evaluation guidance for economic development and regeneration initiatives. Recently, he collaborated with Nottinghamshire Fire and Rescue Service on a project using data-driven insights to enhance service delivery, workforce development, and community engagement.

2.2 Delivery Method

We propose a collaborative approach with steering group engagement to co-develop programme content with Nottingham Business School (NBS). Our experience with the Nottingham Leadership Transformation Programme (NLTP) highlighted the steering committee's role in programme development and refining initiatives based on cohort

performance. Participants will register as NBS students, gaining access to our virtual learning environment (VLE), library, and student support.

The course is intended to support students with responsibility for managing people, projects and innovation within their organisation. Participants will work on a live consultancy project drawing on the learning into a final conference day, enabling learning from the module to be put into practice within their organisations. The consultancy project areas would be agreed by the steering group.

Qualification: On successful completion of the Leading People and Innovation in Organisations module participants would gain 20 Credits at Level 7. This module is aligned with our flexible and stackable Postgraduate Certificate in Leadership and Management Practice and our SLA/EMBA programme.

Programme Delivery and Assessment: Spanning 9-10 months, the programme focuses on leadership development, practical application, and fostering innovation. Units include leadership, data driven approaches, communication, and creativity, with action learning sets and supervisory support. Assessment includes a consultancy project and reflective report.

The Programme Aims:

Develop skills in leading people and organisations, from an ethical and responsible leadership position, to support responsible and sustainable employee engagement and performance.

Evaluate the impact of communication, recognising enablers and barriers and developing communication strategies to improve culture and staff motivation.

Develop the practice of innovation and creativity through established models, design and implementation.

Understand and implement data driven approaches to strategy and decision making.

The Programme Learning Outcomes - Participants will learn how to:

Critically analyse, compare, and contrast relevant theories informing understanding of leading people and organisations and how these might influence how you lead in practice.

Analyse appropriate strategies and actions for the effective leadership and management of people in different organisational settings.

Reflect critically upon the contribution that creativity, design, and innovation can make to an organisation's long-term strategy.

Analyse and evaluate ways to organise, direct and nurture design & creative resources to enhance business performance.

Utilise appropriate methods to conduct a consultancy project on renewal and transformation issues within an organisation.

Reflect on leadership and management practice in relation to the effective management of people and innovation in organisations.

Apply innovation theory and data driven approaches to improve practices in your organisation.

Communicate effectively verbally and in a written format to a professional standard.

Deliver a professional presentation that effectively communicates recommendations for organisational improvements.

Delivery: The course will be delivered face to face with online action learning sets. The units noted below are delivered as 2-day blocks with one day induction and one day conference.

Programme Proposal:

Induction Day: Introduction to the programme, psychometric reports, action learning sets, and reflective practice.

Unit 1: Leading in Organisation and Systems – Understand impact of culture, system leadership, systems thinking, and ethical decision-making and practice

Unit 2: People, Communication and Change – Focus on leading people, communication, change, strategic partnerships and stakeholder engagement

Unit 3: Using Data-driven Approaches – Understanding how to utilise data, scenario planning, horizon scanning, performance management and the use of AI in the public sector

Unit 4: Innovation and Creativity – Cross-disciplinary groups working on consultancy challenges using sprint methodology.

Conference Day: Presentation of consultancy findings to senior leadership.

Action Learning Sets: Between each unit there will be learning set meetings on MS Teams, and these are made up of cross-organisation participants to foster further learning and create relationships. There are 3 action learning sets through the programme followed by further supervisory support for the cross-disciplinary consultancy groups.

Evaluation and Continuous Improvement: Feedback will be collected after each unit and at the end of each cohort, informing improvements to the programme. NBS would work with the steering group to carry out a further study to review longer term impact, approximately 6 months after each cohort completes. We would encourage a joined-up approach to the evaluation so we can ensure we are asking questions that align with your organisational needs and expectations.

Programme Impact: We would expect to see the programme fostering ongoing cross-organisation learning and improved multi-agency responses to societal issues and strengthening local partnerships in Nottinghamshire. Our previous programme also recognised changed behaviour in participants, improved leadership skills and financial savings.

Further Opportunities for Study: This programme is aligned with our flexible Postgraduate Certificate (PGCert) in Leadership and Management Practice giving 20 credits towards the 60 credits required for the Certificate. The PGCert can be gained by studying our accredited on campus and online microcredentials. Learners can take up to 8 years to complete the Postgraduate Certificate allowing a truly flexible and stackable approach to an award. The full array of our offer can be viewed on our Executive Education website: <https://www.ntu.ac.uk/study-and-courses/academic-schools/nottingham-business-school/study-at-nbs/executive-education-at-nbs>. The module is also aligned with our Senior Leader Apprenticeship/Executive MBA programme giving a fast-track route into the programme. From the previous NLTP programme we have had students progress through both routes. We would create an alumni network for participants for further learning opportunities after the course.

Cost of Programme: The cost for each participant would be £1500 with a minimum cohort of 20 and a maximum cohort of 30. The delivery locations for the programme would include our City Campus Postgraduate and Executive Education Centre (Stanley Street), or our Mansfield campus to offer variety for those working around the East Midlands. As these are University buildings, we can confirm we are fully compliant with accessible and inclusive environment standards.

Marketing of the Programme: As per our previous delivery of the programme we worked closely with the steering group to agree organisations to be engaged and an application process. We would suggest this practice could be followed for the new contract. We can then provide direct entry admissions through our administrative team and participant organisation invoicing. An example of the marketing leaflet created by Nottingham City Council for the previous programme has been included.

2.3 Social Value

As a key part of the 'University, reimagined' strategy, our theme of 'Embracing Sustainability' has committed NTU to becoming 'the most environmentally responsible University in the UK' by 2025. We have been classed as one of the greenest universities in the UK for the past eight years and have also been ranked amongst the world's most sustainable universities. As a result, NTU is committed to ensuring that sustainability is embedded into our programmes.

Within Nottingham Business School we have a Responsible and Sustainable Business Lab that serves business, government and third sector organisations that want to improve their social, environmental and governance performance. They are a team of international scholars that bring diverse perspectives to the table. Professor Mollie Painter and Dr Elme Vivier from the RSB Lab are a core part of the EMLTP's delivery.

In relation to Nottinghamshire County Council's ambitions and themes, the programme would support social value in the following areas:

Ambition 1: Our programme, and as evidenced with the partners in the previous Nottingham Leadership Transformation Programme (NLTP), has strengthened partnership working across core services (see NLTP case study) to provide and improve services for the people of Nottingham. This would be a priority for the East Midlands Leadership Transformation Programme (EMLTP). We have previously and would aim to continue engaging the NHS and the Integrated Care Board in the programme and the Stakeholder group.

Ambition 2: We could offer opportunities for the voluntary sector to also engage in the programme as a key partner to Nottinghamshire County Council. Also, as part of the Unit 4 project, the steering group could consider more community-based development consultancy projects.

Ambition 3: Creating improved working relationships through the programme with partners such as NHS, Nottinghamshire Police and Nottinghamshire Fire and Rescue Service, again, there could be a "safe communities" innovation challenge as part of the consultancy projects.

Ambition 4: Working with NBS and the wider university we can offer apprenticeship opportunities, and opportunities through the Enterprising Ashfield programme and working with Skills Bootcamps. Participants on the programme will develop improved leadership and business skills that could support cultural and learning activities beyond the programme.

Ambition 5: As a University we work with the UKSPF to deliver support to businesses in the region, alongside, to name a few, our Help to Grow Management programme, Enterprising Ashfield and more. The EMLTP will provide participants with improved business and leadership skills to support activities in the region.

Ambition 6, 7, and 9: We embed sustainable approaches within our delivery of the programme, and can offer participants on the EMLTP the opportunity to study our free FutureLearn short course on climate literacy: <https://www.futurelearn.com/info/courses/climate-literacy-and-action-for-all/0/steps/348392>

At Nottingham Business School we offer support for businesses in the region on carbon management and carbon literacy programmes. Across the wider University we have an ongoing commitment to sustainability and the stories in the link highlight our innovative operational, research, and curriculum practices, along with active community engagement in pursuit of a more sustainable future: <https://www.ntu.ac.uk/about-us/strategy/sustainability/ntu-sustainability-stories>

Document Information

Document

Title	20250730 Contract for the Supply of EMPS Leadership Programm
ID	fdac0a23-98e7-41a4-809c-f09658c1ed26
Status	Signed
Sender	Phoebe Powers (phoebe.powers@nottsc.gov.uk)
Dept/business	Nottinghamshire County Council - Legal Services
Dept/business ID	nottinghamshire-county-council-legal-services
PDF Certified	True

Recipients

Name	Role	Authentication	Sign time
Baback Yazdani <baback.yazdani@ntu.ac.uk>	Signer	Email	Thu, 07 Aug 2025 11:49:51 +0100
Charles Mason <charles.mason@nottsc.gov.uk>	Signer	Email	Thu, 07 Aug 2025 12:38:11 +0100

History

Event	Email	IP address	Date/Time
20250730 Contract for the Supply of EMPS Leadership Programm created by Phoebe Powers	phoebe.powers@nottsc.gov.uk	46.18.177.137	Thu, 31 Jul 2025 08:24:16 +0100
20250730 Contract for the Supply of EMPS Leadership Programm emailed to Baback Yazdani (attachments: 20250730-contract-for-the-supply-of-emps-leadership-programm.pdf)	phoebe.powers@nottsc.gov.uk		Thu, 31 Jul 2025 08:24:18 +0100
baback.yazdani@ntu.ac.uk opened email for document 20250730 Contract for the Supply of EMPS Leadership Programm	baback.yazdani@ntu.ac.uk		Thu, 31 Jul 2025 08:24:23 +0100
20250730 Contract for the Supply of EMPS Leadership Programm reminder email sent to Baback Yazdani <baback.yazdani@ntu.ac.uk>	phoebe.powers@nottsc.gov.uk		Mon, 04 Aug 2025 09:49:31 +0100
Automated reminder sent to baback.yazdani@ntu.ac.uk	baback.yazdani@ntu.ac.uk		Wed, 06 Aug 2025 04:31:05 +0100
20250730 Contract for the Supply of EMPS Leadership Programm reminder email sent to Baback Yazdani <baback.yazdani@ntu.ac.uk>	phoebe.powers@nottsc.gov.uk		Wed, 06 Aug 2025 09:30:37 +0100
20250730 Contract for the Supply of EMPS Leadership Programm visited by Baback Yazdani <baback.yazdani@ntu.ac.uk>	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:48:38 +0100
Browser geo-location provided: Lat 52.95651144246084, Long -1.1518544135918583	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:48:43 +0100
Signature applied (page 1)	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:49:09 +0100
Clicked button with text: By clicking this button I hereby ACCEPT the terms of this document	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:49:50 +0100
20250730 Contract for the Supply of EMPS Leadership Programm completed by Baback Yazdani <baback.yazdani@ntu.ac.uk>	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:49:50 +0100
Signer offered option to accept or reject document	baback.yazdani@ntu.ac.uk	152.71.207.141	Thu, 07 Aug 2025 11:49:50 +0100
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