

**ASHFIELD DISTRICT COUNCIL
AND
THE THREE'S CLUB SERVICES LIMITED**

**ASHFIELD STEM CAREERS EDUCATION
FOR STAKEHOLDERS**

Articles of Agreement

This Agreement is made the 30th day of September 2025

Between

- (1) Ashfield District Council of Urban Road, Kirkby in Ashfield, Notts. NG17 8DA (The "Client") of the one part and
- (2) The Three's Club Services Limited whose registered office is situate at Barkat House, 116-118 Finchley Road, London. NW3 5HT Company registration 16527320 ('The Supplier') of the other part.

WHEREAS

- 1 The Client wishes to have provided the Services set out in the Agreement and has appointed the Supplier for the supplying of the Services; and
- 2 The Supplier is willing to provide such Services in accordance with the provisions of the Agreement.

NOW IT IS AGREED between the Client and the Supplier as follows:

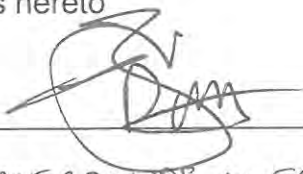
1. The Agreement constitutes the sole agreement between the Client and the Supplier for the provision of providing STEM Career Education workshops and sessions for key stakeholders. The Client wishes to be provided the services as referenced in Appendix 1: Part One Process Overview.
2. The Supplier shall provide the services in accordance with the provisions of the Agreement and to the satisfaction of the Client.

IN WITNESS WHEREOF the parties hereto

SIGNED for and on behalf
of the Client

In the presence of:

Signature, name, address


DALE GROUNDS, ASHFIELD DISTRICT COUNCIL,
URBAN RD, KIRKBY-IN-ASHFIELD, NG17 8DA

SIGNED for and on behalf
of the Supplier

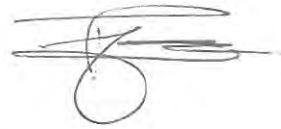
In the presence of:

Signature, name, address


Dede Egesan
Rosh Dede Egesan. 4 Ash House
420 Finchley Road
London NW3 2LH

Appendix 1

This is the Invitation to Tender documentation referred to in
an Agreement made
between the ~~Mansfield~~ ^{Ashfield} District Council and ~~The Three's~~
~~Club Services Limited~~ for the ~~Ashfield STEM~~
~~Careers Education for Stakeholders~~.....
contract..... Director



CONTRACT PARTICULARS

Address for acceptance of Notices – Council	Ashfield District Council Urban Road Kirkby in Ashfield Nottinghamshire NG17 8DA FAO: Authorised Officer named below
Address for acceptance of Notices – Contractor	The Three's Club Services Limited Barkat House 116-118 Finchley Road London NW3 5HT
Authorised Officer:	Nathan.Mcnicholas@ashfield.gov.uk
Commencement Date:	2025
Conditions of Contract:	The agreed terms and conditions of contract contained in Appendix 1
Contract Period:	from to 31 st March 2026
Council	Ashfield District Council Urban Road Kirkby in Ashfield Nottinghamshire NG17 8DA
Insurance requirements:	Employers Liability Insurance - £10,000,000. Public Liability & Product Liability Insurance - £5,000,000. Professional Indemnity Insurance – £2,000,000. As referenced in Appendix 1 and 2.
Price:	£40,000.00 as referenced in Appendix 2:
Specification:	The Specification contained in Appendix 1: Part 3 Specification



Ashfield

DISTRICT COUNCIL

Ashfield STEM Careers Education for Stakeholders Project

Ref: ADCPS2

Tender Reference: DN776429

Invitation to Tender (ITT)

PART ONE

**Process Overview
Open Procedure**

1 BACKGROUND AND CONTEXT TO THE PROCUREMENT

1.1 Background and Objectives of the Procurement Process

Nottinghamshire County Council (the Council) is seeking tenders, on behalf of Ashfield District Council (ADC).

The primary goal of the UK Shared Prosperity Fund is to build pride in place and increase life chances – Levelling Up White Paper missions, particularly:

‘By 2030, pride in place, such as people’s satisfaction with their town centre and engagement in local culture and community, will have risen, with the gap between the top performing and other areas closing.’

Recognising the acute challenges town centres and communities have faced during the pandemic, this Fund will improve the places people live in, and support individuals and businesses. It will drive noticeable improvements that matter to local communities, foster local pride in place and increase life chances including health outcomes, supporting high quality skills training, supporting pay, employment, and productivity growth by:

- o Boosting productivity, pay, jobs and living standards by growing the private sector.
- o Spreading opportunities and boosting public services
- o Restoring a sense of community, local pride and belonging
- o Empowering local leaders and communities

ADC require a Single Supplier to carry out this work.

Contract Length: 8 months. All works to be completed by 31st March 2026.

Contract Value: £40,000.

1.2 Scope of Services

See Part 3 Specification.

1.3 Purpose of the Invitation to tender (ITT)

The purpose of this document and appendices is to provide bidders with sufficient information on the opportunity and the requirements of ADC to enable them to compile a valid and comprehensive bid that meets the needs of the service.

1.4 Contract Terms & Conditions

1.4.1 The successful bidder will be required to enter into a contract under the authority's Terms & Conditions of Contract for Services.

1.4.2 A copy of the standard terms & conditions of contract (for goods and services) to be used are available from Ashfield District Council standard terms and conditions within the “Related Documents” section.

1.5 Insurance & Indemnity

1.5.1 The Authority requires the following minimum levels of insurance / indemnity. The Supplier will be required to hold the appropriate levels for the duration of the contract:

- Employer's Liability: £10,000,000.
- Public Liability & Product Liability: £5,000,000.
- Professional indemnity insurance £2,000,000.

1.5.2 In exception cases the Authority may agree to a lower figure on professional indemnity, and it must be identified on any quote that the supplier does not have professional indemnity insurance for £2,000,000.

1.6 Data Protection

1.6.1 The bidder shall ensure that any information that is provided as part of the tender process is always compliant with their obligations under the Data Protection Act 2018 and General Data Protection Regulations ((EU) 2016/679).

1.6.2 Any contract specific requirements in respect of data, being subject to data protection legislation, are set out in the specification and contract documents.

1.7 Confidentiality

1.7.1 All documents, contracts, and other information issued by the authority relating to the quote shall be treated by the supplier as private and confidential for use only in connection with the quote and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the authority.

1.7.2 All information provided by suppliers as part of a quote return will be treated as confidential, notwithstanding any obligation on the authority arising under the provisions of Freedom of Information or related legislation, or any other requirement for the disclosure of information applicable under the law of England and Wales.

1.8 Freedom of Information

1.8.1 The authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004; and may be obliged to disclose information (including information provided by bidders) in accordance with the requirements of this legislation.

1.8.2 Bidders should state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act and should state why they consider the information to be

confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the list of the exemptions provided in the Act.

1.9 Intellectual Property

- 1.9.1.1 Unless otherwise specified or agreed, it is the intention of the authority that all intellectual property rights in all works or supplies provided in relation to this quote which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the authority, and the supplier shall ensure that it executes all documents necessary to effect such ownership.
- 1.9.1.2 Where the supplier provides existing intellectual property rights protected material to the authority in relation to this quote, it shall disclose this to authority; warrants it has the right to do so; and shall fully indemnify and hold the authority harmless against all loss or liability arising from any third-party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
- 1.9.1.3 Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

1.10 Accessibility Regulations

- 1.10.1 All documents produced as part of the study/report must meet the requirements of the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 or any amendments or additions to the Regulations (referred to as the 'Regulations'). The only third-party content that is exempt from the Regulation and does not have to be accessible is content that is "neither funded nor developed by, nor under the control of, the public sector body". (Section 4.2 e of the Regulations).
- 1.10.2 All public sector bodies including local government have to meet the Accessibility Regulations requirements unless they are exempt. The study/report will be available on the Council's website (and other council's websites if it is a joint study with other councils) therefore, the study/report must meet the accessibility standards required under the Regulations. Further information on these standards is available at:

The Government website at

- <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>
- Government guidance on publishing accessible documents:
<https://www.gov.uk/guidance/publishing-accessible-documents>

- Microsoft accessibility checker information: <https://support.microsoft.com/en-us/office/improve-accessibility-with-the-accessibility-checker-a16f6de0-2f39-4a2b-8bd8-5ad801426c7f#PickTab=Windows>
- PDF must pass a PAC3 check if supplied in PDF format: <https://www.access-for-all.ch/en/pdf-accessibility-checker.html>
- Colour contrast information (must pass colour contrast, no matter what their branding is): <https://accessibility.blog.gov.uk/2016/06/17/colour-contrast-why-does-it-matter/>

1.11 Tendering Process Stages

This document forms part of a multi-stage procurement process that is intended to lead to the award of contract to the successful bidder/s. The stages are as follows:

- Expression of Interest in the opportunity & completing the documents
- Submitting the bid
- Compliance checking & Qualification assessment
- Evaluation of bids
- Award

These stages are explained in further detail below.

2 STAGE ONE - EXPRESSING INTEREST IN THE OPPORTUNITY & COMPLETING THE DOCUMENTS

2.1 ITT Overview

The ITT is comprised of a suite of documents and on-line questions summarised in the table below:

Document	Contents
Part 1 - Process Overview (this Document)	Detailed overview of the ITT process with information on assessment and award criteria
Part 2 - Form of Contract	Form of Contract which the successful bidder will enter into with ADC, which is to be signed (or sealed as applicable) prior to the Contract commencing.
Part 3 – Specification	Detailed Specification of the Goods/ Services to be provided, and which will be a part of the Contract
Part 4 – Quality Response	Quality Response – Assessment Questions. Bidders must complete and upload onto the ProContract Portal
Part 5 - Pricing Response	Pricing Response Template which bidders must

Document	Contents
	complete and upload onto the ProContract Portal
Part 6 - Supplier Details	Supplier Details which bidders must complete and upload onto the ProContract portal
Part 7 - Supplier Declaration	Supplier Declaration which bidders must complete and upload onto the ProContract portal
Appendix A - ADC Social Value ITT	Instructions on how to complete and submit your Social Value Bid (Bidders must complete and submit bids via the Social Value Portal)
Appendix B - Output and Outcome evidencing	Bidders must complete the evidencing column and upload onto the ProContract portal
Terms & Conditions of Tender	These are the rules of using the on-line tendering system (Portal) and the Councils general rules on tendering. Bidders must read and accept these by clicking 'Accept' before they are able to submit their response.

2.2 Indicative timetable

The following table sets out a summary of this process and an **indicative** timetable. Please note that the Council, reserves the right to change any of the dates or stages set out in the table below at its absolute discretion:

Procurement Process Summary and Indicative Timetable

Stage	Description	Date(s)
Tender advertisement date	Date tender advertised online, and tender documentation is available	Thursday 29 th May 2025
Tender clarification stage	Period during which bidders may raise clarifications on the ITT.	Thursday 29 th May 2025 - Thursday 5 th June 2025 at 17:00 hours GMT
ITT Response Date	Date by which bidders must compile their bids in the required format and submit them.	Friday 20 th June 2025 at 17:00hrs GMT.
Evaluation stage	Period during which the Council may wish to invite bidders to meet in order to clarify aspects of tender submissions.	Monday 23 rd June – Friday 4 th July at 17:00 hrs GMT
Notification of evaluation outcome and award decision	After selection of any successful bidder(s), the Council will notify all bidders of the outcome of the evaluation, and the preferred bidder for the tender will be announced	Monday 7 th July 2025 at 17:00hrs GMT.

Stage	Description	Date(s)
Anticipated contract commencement date	The date the contract will start (subject to clearance of the due diligence checks.)	Friday 1 st August 2025

Bidders are reminded, as set out in Terms and Conditions of Tendering that the Council may vary the procurement process in order to support continued competition, avoid unnecessary costs associated with a bid and adhere to technical, legal or commercial guidance issued subsequent to the ITT.

2.3 Tender Clarification

Bidders have the opportunity to submit questions to the Council where they require clarification on the information provided.

Bidders should submit questions via the Portal on-line messaging facility only. Questions received by any other method will not receive a response.

The Council will seek to answer questions within 5 working days following the day of receipt. Bidders are urged to submit any questions as soon as possible and, in any event, no later than the date specified in section 2.2 Indicative Timetable above. Any questions received after this time will not be answered.

If the Council considers any question or request for clarification contains information that should, in the interests of a fair procurement process, be disseminated in a suitably anonymous form, to all bidders, the Council shall be free to disseminate such information to all bidders, with or without any amendments proposed by a bidder.

Where bidders consider that a question submitted to the Council during the ITT and/or the response to any such question is commercially confidential, that request must be indicated "**Commercial in Confidence**" and bidders should specify, where possible, such redactions as would render the request and any response non-confidential. The Council will consider the request for confidentiality. However, the Council reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the Freedom of Information Act (FOIA). Before doing so, the Council will inform the bidder of its intention to do so and offer the bidder the opportunity to withdraw the request for clarification before such dissemination.

3 STAGE TWO - SUBMITTING THE BID

Bidders must be clear and comprehensive in their responses to the ITT, as this will be the single source of information on which responses will be scored and ranked.

Responses to individual questions should comply with any word limit set and whether any supporting documents are or are not allowed. Responses to individual questions should not cross-refer to the answer or, if allowed, to any supporting document allowed in response to another question. Any information that is cross-referenced this way will not be considered or evaluated when considering the response.

Bidders must not assume that their past or current supplier relationships with the

Council or ADC will be taken into account in the evaluation procedure. In evaluating bids from bidders, the Council and ADC will only consider information provided in response to the ITT.

Bidders will not be able to complete submissions unless the “Accept” button has been clicked for the Terms and Conditions of Tender.

If you experience any issues with the system, and the [online help tools](#) cannot assist, please contact the Technical Support Team. <mailto:ProContractSuppliers@proactis.com>

3.1 ITT Response Date

Bidders must submit their bids through the e-procurement Portal before the **deadline shown in the Portal**.

Failure to return bids by the due date or in the required format will disqualify bidders from consideration. Bidders must ensure they give themselves sufficient time to upload all relevant documentation before the final cut off time. The portal will not allow bids to be uploaded after the deadline.

3.2 Complete and upload the documents

The following documents **must be** completed and uploaded onto the e-procurement Portal by the deadline:

Part 4 - Quality Response – Assessment Questions (upload onto ProContract portal)
Part 5 - Pricing Response (upload onto ProContract portal)
Part 6 – Supplier Details (upload onto ProContract portal)
Part 7 - Supplier Declaration (upload onto ProContract portal)
Appendix B – Output and Outcome Evidence (upload onto ProContract portal)

The Social Value Assessment Questions must be submitted through the Social Value Portal.

3.3 ADC Procurement Strategy & Social Value Policy

3.3.1 ADC is committed to ensuring that services are delivered in a way that protects the quality of the environment and minimises any adverse impact on community well-being. The Council recognises that procurement can be integral in delivering more sustainable outcomes for ADC. To achieve this, it is necessary to ensure that environmental and broader sustainability considerations are considered throughout the procurement process, where practicable.

3.3.2 ADC is faced with having to deliver the services that local people need with fewer resources, and the delivery of services needs to be targeted, innovative and focussed on improving the quality of life in Ashfield. Maximising social value through the commissioning and procurement of public services will help ADC in achieving this goal, and so a social value approach has been adopted that gives greater thought about how we can best use limited resources more strategically, to produce a wider benefit than would otherwise have been achieved.

3.3.3 ADC considers 'local' to comprise anything located or occurring within the boundaries of Ashfield District.

3.3.4 Further information can be found on ADC's 'Procurement' page:

<https://www.ashfield.gov.uk/your-council/financial-information/procurement/>

3.4 Social Value Portal

Please refer to the separate ITT document Appendix A - ADC Social Value ITT for a detailed overview of the process the Council will follow to evaluate Social Value submissions from bidders as part of this procurement. Instructions on how to register on Social Value Portal and how bidders using the Social Value Portal can select the measures to set targets against as part of their Social Value proposals are contained in Appendix A – ADC Social Value ITT.

If you do not submit a Social Value bid through the Social Value Portal, your core requirements bid will be disqualified and will not be evaluated.

3.4.1 ADC is committed to a performance and evidence-based approach to Social Value, based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal.

- The project reference for this tender is:

<https://app.socialvalueportal.com/sProject?id=a04SI000001XmjelAC>

- In the event that you are having difficulties accessing or using the Social Value Portal, please contact SVP support in the first instance:

support@socialvalueportal.com

3.4.2 If you are still having difficulties with the SVP portal or are not getting a timely response from the SVP Support, please send us a message via the ProContract portal explaining the issue **before the response deadline**, as we may not be able to address any issues once the tender has closed. The National TOMs are available to review at the Social Value Portal (<http://socialvalueportal.com/national-toms/>) and bidders will also be given access to them as a part of this tender. The TOMs within this tender process have been adapted to reflect the specific needs of the organisation. Please see the link below which explains how the SVP measure social value: <https://www.youtube.com/watch?v=SGo7gMitCDQ>

3.4.3 Bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored. ADC is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals and bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be the ability to deliver against the commitments made.

3.5 Social Value Management Fee

3.5.1 There is no charge for Tenderers to access the Social Value Portal for the purpose of responding to this tender. However, for the successful Tenderer who is

subsequently awarded the contract, there is a charge of 0.2% of the total contract value, with a minimum fee of £750 per annum and capped at a maximum possible fee of £7,500 per annum. The fee is paid annually in advance of each year of the contract.

3.5.2 The winning bidder will be required to contract directly with the Social Value Portal who will provide the following services to the supplier.

- Online account with Social Value Portal to allow contract management and project reporting account
- Technical support with data entry (e.g. access and functionality issues)
- Confirmation of evidence required to satisfy requirements
- Quarterly reports showing progress against targets
- End of project summary report and case study

3.5.3 The winning bidder will be invoiced directly by The Social Value Portal (SVP) upon award and will be responsible under the terms of the contract for payment directly to SVP.

3.5.4 Table 1: Contract Management Fee

Contract Value	Annual Fee
> £3.75m	£7,500
£375k - £3.75m	0.2% of contract value
< £375k	£750

3.5.5 This fee will not be included in the price evaluation. Where Tenderers are reflecting this fee in their pricing schedule it should be shown separately, i.e. not included in the tender sum.

4 STAGE THREE - COMPLIANCE CHECKING & QUALIFICATION ASSESSMENT

4.1 Bid Compliance

Bidders who do not submit a compliant bid or fail to comply with any of the instructions set out in this ITT will be disqualified.

A bid shall only be compliant if it/s;

- All required procurement documents listed above (completed as instructed), are uploaded onto the Portal
- the bidder accepts the Contract and Specification/s
- it meets the required minimum scores in relation to Quality as set out in the Award Criteria
- the bid does not exceed the available budget (where this has been specified in the procurement document suite or published notice's)
- is **not** abnormally low or high. The Council and ADC reserves the right not to evaluate in detail any bid that the Council and ADC considers abnormally low in terms of price (or abnormally high units of service compared to available budget), pending receipt of further additional information.
Following receipt of such information (if any) the Council and ADC will treat a bid as abnormal where it appears that, on the basis of the price / units submitted:

- (i) the bidder would be unlikely to be able to deliver its obligations under the Contract;
- (ii) and/or the Council and ADC has serious doubts about the deliverability of the bidder's proposal; and

- the bidder's acceptance is not conditional, or "Qualified", with a counteroffer in any way.

Non-Compliant bids will be excluded from the procurement process and shall not be considered any further from the point in the process, that the non-compliance is confirmed by the Council. The Council will seek clarification from bidders to confirm non-compliance or establish if a correctable error has been made in the submission. The Council reserves the right to complete the evaluation of the bid at its discretion.

5 STAGE FOUR - EVALUATION OF BIDS

A formal evaluation process will be undertaken, subsequently, the Council reserves the right to either:

- Award a Contract to a single bidder or;
- Award no Contract at all.

5.1 Award Criteria

The award criteria, which will be used to evaluate bids and select a successful bidder to which the Council intends to award the Contract, are designed to allow the selection of the bid that represents the most economically advantageous tender, rather than lowest price alone. This evaluation will be based on a combination of quality, financial and social value criteria as set out below.

5.1.1 Quality Response - Evaluation Scoring & Weightings

The points available, relative weightings, and total score available, for each quality response question and Financial (pricing) and social value element are shown in the tables below:

5.1.1.1 Quality Response – Assessment Questions

The Council will assess Bidders' responses to each question against the criteria set out in the table below, and will award points up to the maximum shown against each heading

QUALITY RESPONSE – ASSESSMENT QUESTIONS		WEIGHTING
Assessment Questions	Q1: A Proposal document of how the brief has been interpreted including key assumptions and inputs required. Demonstrate a detailed understanding of methodologies for undertaking the work. Word Count 1500 (this includes words within any	30%

	images used)	
	Q2: A proposed work plan & Gantt Chart, confirming the stated key milestones can be met and assumptions on mobilisation durations from contract award clarified. Word Count 1500 (this includes words within any images used)	15%
	Q3: A resource chart, budgeting strategy and CVs. Identify the staff who will undertake the work, detailing their relevant experience and proportion of time that they will spend on the work stages. Word Count 1000 (this includes words within any images used) No word count limit to CVs	15%
Quality Total:		60%

A score of 3 or above points must be achieved for each of the quality assessment questions to pass, if a score of below 3 is achieved for any quality assessment question, it may mean a failure of the tender down to the Authority's discretion.

SOCIAL VALUE - ASSESSMENT QUESTIONS		WEIGHTING
Social Value Assessment Questions	Q4: Social Value Quantitative Assessment (to be answered on SVP online)	5%
	Social Value Qualitative Assessment (to be answered on SVP online)	5%
	Social Value Total:	10%

5.1.2 Financial – Price Evaluation Scoring Table

Financial	
Pricing Element	Weighting
Fixed Price for providing the services as specified	30%

The Quality (assessment questions) and Financial and Social Value totals will be added together to arrive at the overall score for the bid, which will be expressed as a percentage.

5.2 Scoring the Quality Response

Responses to the questions set out in the Quality Response will be evaluated on a scale of zero to five, as detailed below.

Mark	Guidance
0	Answer not supplied
1	Deficient - response insufficient / irrelevant information provided. - Poor explanation/ understanding
2	Limited - relevant information provided but lacking in some details or response only partially addresses question. - some significant weaknesses
3	Satisfactory - an acceptable response in terms of detail, accuracy and relevance. - minor weaknesses
4	Comprehensive - a comprehensive response in terms of details and relevance. - no material weaknesses
5	Superior - as Comprehensive but to a significantly better degree. - no weaknesses

Bidder responses are evaluated by a panel and then moderated for consistency. The final score will be agreed by consensus by the panel]

5.3 Scoring the Pricing Response

5.3.1 Price

Price will be evaluated based on a maximum of 30% marks for the lowest priced compliant bid (subject always to the provisions noted above in relation to abnormally low tenders). Other bids will be awarded a number of points in direct proportion to the relation between their bid and the lowest bid, using this formula;

$$\text{Marks} = \frac{\text{Lowest Bid}}{\text{Bid Price}} \times \text{Max Marks}$$

The above approach will be applied to both elements of the Price section – see '5.1.2 Financial – Price Evaluation Scoring Table' above

For example, (Counselling Sessions Delivery Costs) if the lowest priced bidder submits a price of £1,000 and the next lowest bidder submits a price of £2,000 the

score will be calculated as follows: £1,000/£2,000 x 20% = 10%

5.4 Council's Clarification

Written Clarification

Post submission of tenders, the Council may request written clarification from bidders on their bid. Any such request will be made via the Portal messaging facility.

It is likely that any response to a clarification question will be required within 5 working days of request. Failure to respond adequately or in a timely manner to clarification questions raised by the Council may result in a bidder not being considered further in the procurement process.

Face to Face Clarification

Bidders may be invited to a Clarification meeting, which will be confirmed via the e-procurement Portal messaging facility at least 48 hours in advance of the proposed time of the meeting. The location for the meeting will be notified when the confirmation is made. The bidder must confirm availability for any such meeting and submit a list of attendees within 24 hours of the confirmation being received.

Bidders can accept or decline a request for a meeting from the Council during the ITT bid evaluation stage.

For the avoidance of doubt, any such Clarification Meeting will be for the purpose of clarification only and the meeting itself will not be solely taken into account in assessing any bid against the Council's award criteria.

6 STAGE FIVE - AWARD

6.1 Selection of a successful bidder

The scores for all criteria will be totalled to give an overall score. The Council intends to select the bidder with the highest overall score as its successful bidder.

In addition to the successful bidder, the Council reserves the right to appoint a reserve bidder at the same time or at any time during the successful bidder stage, the Council may re-engage with such reserve bidder, or any other bidder which has submitted a compliant bid. The Council reserves the right not to appoint a successful bidder.

6.2 Notification of Evaluation Outcome

Once successful bidder/s are selected to proceed to successful bidder stage they, and all other bidders shall be notified of the outcome of the evaluation by letter.

6.3 Successful Bidder Stage

During this stage, the successful bidder will work together with the Council to finalise any finer points of detail in preparation for signature of the Contract. The Council reserves the right to re-engage with any other bidder which has submitted a compliant bid in the event that it is unable to conclude the Contract with the successful bidder.

The Contract is not subject to negotiation. Drafting comments or legal mark-ups of the Contract will not be accepted. Certain specific details of the Contract and its implementation may need to be finalised after selection of the successful bidder. The

Council reserves the right to ask bidders to clarify and, where appropriate, revise the precise details of their bids.

The Council reserves the right to conduct necessary due diligence on bids before a successful bidder is appointed and before Contract signature.

6.4 De-selection of Successful Bidder

Following the appointment of a successful bidder, in the event that the successful bidder:

- Makes a material alteration to the bid which formed the basis of its selection as successful bidder (whether as to price or any other aspect of its bid); and/or
- Does not comply with one or more of the provisions this document; and/or
- In the reasonable opinion of the Council fails to make satisfactory progress towards signature of the Contract; and
- In the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Council within a defined time period having been served notice in writing by the Council;

then the Council shall de-select the successful bidder and exclude the successful bidder from any further participation in the procurement process.

6.5 Contract Signature

Assuming a successful completion of the successful bidder stage, ADC and the Provider will enter into the Contract. Any award of the Contract is conditional on the Contract being approved in accordance with the ADC's internal procedures and approval to proceed. The Council reserves the right not to award a Contract to the successful bidder or to any bidder.

Contracts should be concluded and signed /sealed by both Parties before delivery of the Services commence.



Invitation to Tender

for the provision of

DN776429 - Ashfield STEM Careers Education for Stakeholders Project Ref: ADCPS2

PART 3 Specification

Published Date: Friday 23rd May 2025

Return Date: Friday 20th June 2025

Return Time: 17:00hrs GMT.

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Section 1: Details of Requirement

2.1 Background

2.1.1 The primary goal of the UK Shared Prosperity Fund is to build pride in place and increase life chances – Levelling Up White Paper missions, particularly:

'By 2030, pride in place, such as people's satisfaction with their town centre and engagement in local culture and community, will have risen, with the gap between the top performing and other areas closing.'

Recognising the acute challenges town centres and communities have faced during the pandemic, this Fund will improve the places people live in, and support individuals and businesses. It will drive noticeable improvements that matter to local communities, foster local pride in place and increase life chances including health outcomes, supporting high quality skills training, supporting pay, employment, and productivity growth by:

- Boosting productivity, pay, jobs and living standards by growing the private sector.
- Spreading opportunities and boosting public services
- Restoring a sense of community, local pride and belonging
- Empowering local leaders and communities

2.1.2 Ashfield District Council has received £1,305,176. (which will be made up of: Capital £571,831 and Revenue £733,346) to be spent between April 2025-March 2026.

The UK Shared Prosperity Fund is split into three priority investment areas:

1. Communities and Place

- a) Healthy, Safe and Inclusive Communities: Improving health and wellbeing, reducing crime and the fear of crime, bringing communities together and tackling homelessness.
- b) Thriving Places: development of the visitor economy, high streets and town centre improvements.

2. Supporting Local Business

- a) advice and support to business, enterprise culture and start-up support, as well as business sites and premises.

3. People and Skills

- a) Employability: supporting people, including economically inactive, to progress towards and into sustained employment and support for young people who are at risk of becoming NEET.
- b) Essential skills (including numeracy, literacy, ESOL and digital) and employment related skills.

2.1.3 A proportion of the allocation (£40,000) will be spent on an Ashfield STEM Careers Education for Stakeholders project, which fits within the **People and Skills** investment priority of the UK Shared Prosperity Fund.

2.1.4 ADC is an ambitious council and the Corporate Plan 2023-27, sets out the plan to build a great Ashfield.

An important part within the Economic Growth and Place priority is to grow the amount of STEM jobs within Ashfield and raise aspirations by:

- Realigning skills development through delivery of the Education and Skills Improvement Plan
- Attracting and retaining talent to work in Ashfield
- Encouraging young people to raise their aspirations, showcasing opportunities through education and business collaborations:

2.1.5 Ashfield's Education and Skills Improvement Plan (2022-2031):

Vision:

By 2031, Ashfield will have a high quality, local education and skills offer that is accessible and responsive to resident and employer needs. This offer will support all residents to build resilience and develop valuable workplace skills for a strong local economy now and in the future.

The lifetime of the Education and Skills Improvement Plan is for 10 years (2022 – 2031), where key objectives are identified.

Ashfield's Education and Skills Improvement Plan (2022-2031) themes and key outcomes linking to Science, Technology, Engineering, and Maths (STEM) Employment Growth within the Ashfield District:

Talent Attraction and Retention

- Residents progressing into STEM careers within Ashfield
- Outcomes for apprenticeships by level (percentage sustained employment/sustained learning/any learning)
- Higher employment, reduced unemployment and reduced economic inactivity residents.
- Increased qualification levels
- Improved key stage 4-5 destinations (percentage in sustained education/apprenticeship/employment by level)

Skills to Meet Demand

- Improved outcomes for apprenticeships by level (percentages sustained employment/sustained learning/any learning)
- Young people employment/unemployment rate, young people sustainable employment rate.
- Reduced “Not in Education, Employment or Training (NEET)” data and “Not Known” data.
- Improved employment rate for residents aged 50+
- Improved proportion/number of STEM vacancies in Ashfield
- Improved number of 25+ apprenticeships

Skills to Meet Demand

- Improved proportion of STEM vacancies, and STEM achievements at further and higher education

At the end of the 10-year plan:

- Reduce claimant count, economic inactivity, and no qualification percentage.
- Increase NVQ Level 3 or above figures.
- Increase average salary from £29,589, in 2023, to higher than the average salary for the East Midlands, which is currently £31,634.
- Link: <https://www.ashfield.gov.uk/your-council/strategies-plans-policies/education-and-skills-improvement-plan/>

2.2 Project Description / Summary:

People and Skills Investment Priority: Ashfield STEM Careers Education for Stakeholders Project:

2.2.1 STEM employment is a key priority within Ashfield’s Education and Skills Improvement plan (ESIP) due to the number of Ashfield businesses that have elements of STEM employment within their operations and the challenges that they face in filling these vacancies with local talent.

2.2.2 Some Key Performance Indicators within Ashfield’s ESIP that this project will support delivery of are:

- Residents progressing into STEM careers within Ashfield
- Improved proportion/number of STEM vacancies in Ashfield

2.2.3 See below some evidence base for STEM vacancies and jobs in Ashfield:

Table 1: STEM Jobs and Vacancies

	2018	2019	2020	2021	2022	2023
STEM jobs and vacancies						
Number of jobs	4256	3881	3912	3921	3980	-
Compared to UK average	-25%	-30%	-28%	-34%	-35%	-
Average monthly STEM vacancies	73	58	61	94	117	138
Average monthly vacancies	848	691	810	1244	1437	1951

Source: LightCast

This table shows the number of STEM (science, technology, engineering, and maths) jobs in Ashfield and how this compares to the UK average. It also shows the average number of monthly STEM vacancies being advertised in Ashfield.

The gap in the number of STEM jobs between Ashfield and the UK average has been growing. This seems to be because of a slower recovery from jobs lost because of Covid-19 in Ashfield, as well as there being a skills gap among Ashfield residents. Although there is a growth in the average number of vacancies being advertised, there is not a similar growth in the number of employees, suggesting that these jobs are not all being filled.

With the number of STEM jobs in 2022 still less than before the pandemic, only growing by around 100 from 2019 to 2022, and the gap between Ashfield and the UK average growing by 10%, it seems that losses from the pandemic have not been recovered in Ashfield. This is consistent with other measures that show one of the main issues facing Ashfield, especially in relation to the clean/green economy, is a skills gap.

In addition to this, despite the increase in the number of post-Covid STEM vacancies, this growth is slower than the growth of the overall monthly vacancies. This suggests that the STEM employment market is growing at a slower rate than the overall Ashfield employment market.

Table 2: STEM Jobs within industry

Industry	STEM Jobs in Industry (2023)	% of STEM Jobs in Industry (2023)
Human health and Social Work	817	19.3%
Manufacturing	653	15.5%
Retail Trade; Vehicle Repair	448	10.6%
Information and Communication	520	12.3%
Construction	394	9.7%

This table shows the industries within Ashfield that have the highest amount of STEM related jobs within them.

Approximately 1 in 5 jobs within the Human Health and Social Work Sector jobs in Ashfield are STEM related. This includes jobs such as Scientists, Software Developers, Accountants, Laboratory Technicians, Payroll and Wage Clerks, and Engineering Technicians.

Ashfield's Education and Skills Improvement Plan referencing to STEM vacancies and jobs can be found here:

<https://www.ashfield.gov.uk/your-council/strategies-plans-policies/education-and-skills-improvement-plan/part-1-annex-of-indicators/>

2.2.4 Ashfield STEM Career Education for Stakeholders project's aim is to increase the number of STEM jobs and vacancies within Ashfield, by educating the workforce of key stakeholders that support residents increase skills levels and move into sustainable employment within the Ashfield district

2.2.5 The main part of the project is for the Provider to lead on the facilitation and teaching of STEM Career Education sessions for the workforce of Stakeholders, which will give their workforce more confidence in promoting STEM opportunities within the Ashfield district and help more people progress into these roles.

Titles of workshops could include:

- Introduction to STEM and Labour Market Information
- Introduction to Engineering
- Introduction to Engineering Design and CAD.

- Introduction to Automation and Software Engineering
- Introduction to Computer Science
- Introduction to Biological Science
- Introduction to Life Sciences

2.2.6 The Provider will deliver sessions in the form of group workshops and also 1-2-1 interventions, giving the workforce of key stakeholders the confidence they need to support residents progress into STEM related employment.

2.2.7 After first intervention, the Provider will continue to support the participants and check that they have up to date knowledge of the STEM related opportunities within Ashfield and send through relevant labour market information, ensuring they are well connected to employment and skills partners that deliver more in-depth STEM related employment and skills provision.

2.2.8 The Provider will have strong stakeholder links within the Ashfield district, and they will deliver support to the workforce of stakeholders, primarily those that manage caseloads of Ashfield residents that are either currently looking for employment or are inspiring future generations, which will include:

- Department for Work and Pensions (Covering sites that support Ashfield residents which are: Alfreton Jobcentre Plus, Ashfield Jobcentre Plus, and Bulwell Jobcentre Plus)
- Primary Schools
- Secondary Schools
- Voluntary, Community, and Social Enterprise (VCSE) Organisations

This is just a selection of stakeholders that the Provider will work with. The Provider must highlight within their tender their stakeholder engagement plan and how they plan to support the employees within the organisations.

Please note that contract bidders are not to contact potential stakeholders during the tender phase. Several stakeholders have been consulted by Ashfield District Council, and they have expressed an interest in being involved in the project. Consultation will continue after the contract award and consultation activity with potential project stakeholders will be led by Ashfield District Council.

2.2.9 To support session delivery, the Provider will design a booklet and a range of A5 leaflets, containing the most up to date Ashfield focused STEM Labour Market Information which project stakeholders can use with their caseload of customers. Contract bidders must outline their content proposal within their response to this tender.

2.2.10 An aim of the project is to grow the East Midlands STEM Ambassador and STEM Enrichment Partnership within the Ashfield district

The Provider will therefore organise and include STEM Ambassador participation within their session delivery and ensure they are well connected with the project stakeholders and will work with these organisations to deliver career related activities for their service users, both during and after the contract term.

Website: <https://www.leics-ebc.org.uk/employers/stem-learning-ambassador-programme/>

Please note Ashfield District Council will make an introduction to the STEM Ambassadors Coordinator upon contract award. Contract bidders are able to contact Leicestershire Education Business Company during the tender phase if they would like more information.

2.2.11 Within their session delivery, The Provider will educate stakeholders around the STEM opportunities for girls and women and the provision that is available to support an increased uptake of STEM Employment growth for the female population in Ashfield.

2.2.12 It is key that the Provider can map out a personalised journey for the participants and will complete a participation form and an action plan for each participant that accesses the programme.

2.2.13 The Provider will be required to promote the “Ashfield Career Boost” web-based portal on the Ashfield District Council website to participants and ensure the participants are using this as the centralised website to signpost their caseload of customers to local skills and employment opportunities:

<https://www.ashfield.gov.uk/business-licensing/career-boost/>

Contract bidders must outline in the tender their plans to promote the web-based portal throughout the delivery of the project.

2.2.14 Contract bidders must provide a budgeting strategy for the lifetime of the project and must include any match funding / additional funding streams that will be added to the project cost.

A Budgeting strategy is a breakdown of costs required to deliver the project and to meet the minimum outputs and outcomes. This should include labour costs, overheads, management costs, marketing costs, equipment purchases, and venue hire.

Several examples of cost breakdowns can be found in **Clause 2.8**

There is a requirement and expectation that the delivery organisation will need to be flexible and receptive to changing priorities and economic conditions.

2.2.15 No equipment will be provided by the Council. It is the expectation that all equipment required to deliver the service will be provided by the service provider for use by their staff.

Access to premises for working in, hosting workshops etc in local areas owned by the Council including council offices will be permitted by arrangement and depending on availability.

There is currently no Wi-Fi available in some of the Ashfield District Council community centres so digital infrastructure is limited. The Provider is not to rely on Council facilities being available for the purpose of delivery as there are competing uses for these venues and therefore should make the relevant allowances.

2.3 Health and safety:

- 2.3.1** The provider shall promptly notify the Council or third-party provider of any health and safety hazards, which may arise or exist at the Council or Providers Premises in connection with the performance of the agreement. The Council shall promptly attend to any health and safety hazards that may exist or arise at their premises that may affect the Provider in the performance of the agreement.
- 2.3.2** While on Council premises or any third-party premises, the Provider shall comply with any health and safety measures implemented by the Council or the owner of the third- party premises in respect of staff and other persons working on the Council or third -party premises.
- 2.3.3** The Provider shall notify the Council immediately in the event of any incident occurring in the performance of the agreement on Council premises or third-party premises where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 2.3.4** 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 working on the Council premises or any third-party premises in the performance of the agreement.
- 2.3.5** The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to Ashfield District Council on request. In addition to this, the following legislation where relating to assisting and moving: Manual Handling Operations Regulations 1992 (MHOR) (as amended 2002) The Management of Health and Safety at Work Regulations 1999. Lifting Operations and Lifting Equipment Regulations 1998 and Provision and Use of Work Equipment Regulations 1998 (PUWER).

2.4 Due Diligence:

- 2.4.1** Financial Due Diligence checks will be undertaken on tenderers and may exclude applicants from further consideration. These checks will include assessment of the applicant's financial standing including ability to deal with cost overruns, the ability to cash flow a project in arrears and absorb a financial irregularity.
- 2.4.2** Applicants must be legally constituted and if the application is approved the applicant organisation will enter into a legally binding Funding agreement and therefore will carry the liability for ensuring that the terms and conditions of the funding agreement are met.
- 2.4.3** The provider will be expected to deliver a minimum of 50% of the support directly. The remainder can be subcontracted by the provider if required but when choosing subcontractors, preference should be given to a Nottinghamshire based provider where possible.

2.5 Outputs & Outcomes

- 2.5.1** An indicative set of contract key performance indicators are proposed for the project. The project contract will be monitored against **minimum** targets required to be met by the project deliverer over the contract term.
- 2.5.2** The Provider will be required to deliver full performance outputs / outcomes during August 2025-March 2026 (8-month contract).
- 2.5.3** A **Minimum** of 150 employed people, that work for key stakeholders, will participate on the project (OP17 – Number of people reached).
- 2.5.4** To be eligible under the scheme, participants need to:
- Be over 16 years of age
 - Working for a key stakeholder within the Ashfield district.
- 2.5.5** The indicative set of output and outcome step proposals for the project are:

Output Description	Minimum Output Target Required
• OP12 - Number of local events or activities supported	10
• OP17 – Number of people reached	150
• OP20 - Number of people retraining	20
• OP22 - Number of people supported to participate in education	15
• OP26 - Number of organisations receiving non-financial support	10
• OP27 - Number of volunteering opportunities supported	10

Outcome Description	Minimum Outcome Target Required
• OC18 - Improved engagement numbers	75
• OC22 - Number of people in education/training following support	10
• OC26 - Number of people reporting increased employability through development of interpersonal skills funded by UKSPF	50

OC29 - Number of volunteering opportunities created as a result of support	5
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There is a requirement and expectation that the delivery organisation will need to be flexible and receptive to changing priorities and economic conditions.

Please note that these are indicative targets and will be discussed between the Provider and Ashfield District Council within the pre contract meeting. The contractual targets will therefore be agreed within this meeting.

- 2.5.6** Contract bidders must include the evidence that they could supply against the mandatory outputs / outcomes (to be agreed with Ashfield District Council in the pre contract meeting if the application is successful).

Evidence could come from **Clause 2.7.9**

- 2.5.7** Contract bidders are to submit their proposed evidencing by completing the evidencing columns (output and outcome indicator tabs) within the enclosed document:

See **Appendix B - Output & Outcome Evidencing (which includes Unit of Measurements, and Definitions) evidencing ADCPS2**

2.6 Project Programme:

- 2.6.1** It is anticipated that the required programme will be as follows:

- Invitation to Tender document out – Thursday 29th May 2025
- Deadline for potential provider clarification questions – Thursday 5th June 2025 at 17:00 hours GMT
- Return date deadline – Friday 20th June 2025 at 17:00hrs GMT.
- Offer letter – Monday 7th July 2025 at 17:00hrs GMT.
- Pre-start meeting – Wednesday 16th July 2025
- Contract Award – Monday 21st July 2025 at 17:00hrs GMT.
- Delivery to commence – Friday 1st August 2025
- Commencement meeting – Wednesday 6th August 2025
- Progress meetings – quarterly.
- Performance reports - monthly
- Delivery Programme end date – Tuesday 31st March 2026

2.7 Project progress:

- 2.7.1** A monitoring and reporting process will be in place and the Provider will be required to submit monthly progress reports and undertake quarterly review meetings with Ashfield District Council

- 2.7.2** The Progress Report will detail the following information:

- Summary of activities undertaken in relation to each Work Package.
- Progress towards completion of each Work Package
- Any deviance from agreed Work Plan for the period

- Proposed Work Plan for following period.
- Cost of work completed.
- Demographics, capturing information as per Ashfield District Council's People and Skills Investment Privacy Notice
- Outputs and outcomes achieved to date.
- Quarterly case studies – in both text and video format.

- 2.7.3** If the Provider is underperforming during any stage of the project, then they will work with Ashfield District Council on the development of an Action Plan, which identifies methods to improve performance within an agreed timeframe and to meet identified Key Performance Indicators (KPI's)
- 2.7.4** Ashfield District Council reserves the right to clawback UKSPF budget for the project and withdraw the Providers contract if performance measures are still not met after the successful creation of an Action Plan.
- 2.7.5** Applicants will need to indicate that they are able to deliver the expected level of outputs and outcomes. This will form the basis of the Key Performance Indicators which will be used to monitor delivery for the life of the agreement.
- 2.7.6** Management of the contract will ensure the outputs and outcomes agreed are delivered by Providers or partners and that non-compliance or variation is identified early, and risks are managed.
- 2.7.7** Progress towards output, outcome and financial targets will be reviewed with the Provider on a regular basis to examine delivery against planned outcomes/outputs to ensuring there is no slippage.
- 2.7.8** If sufficient progress is not being made, the Council may request that the Provider produces an action plan to rectify any shortfalls. Progress may then be reviewed more closely until satisfactory improvement towards the targets can be demonstrated. The overall achievements against targets will be reviewed at the end of the financial year and early termination may be actioned as a final resort.
- 2.7.9** Monitoring reports should be accompanied by sufficient evidence. Further evidence may be requested to support monitoring reports and at review meetings. Evidence will include, but is not limited to, the following for the main delivery organisation and any sub-contractors:
- Signed enrolment forms and action plans of individuals that have participated on the programme.
 - Evidence of referrals being made to employment and skills provision (eg emails, appointment letters)
 - evidence of attendance; record of support provided; record of referral or signposting.
 - Evidence of expenditure and defrayal: purchase orders, invoices, bank statement, staff timesheets, salary run, payslips, bank statements showing defrayal.
 - Procurement: evidence to demonstrate appropriate processes have been followed according to procurement guidelines: quotes, tender documents, appraisal, and confirmation documents
 - Marketing: copies of materials and associated costs

2.7.10 Towards the end of the contract, the Provider must produce a draft evaluation report for Ashfield District Council to review. The report will capture the following information:

- Contract end performance
- Achievements
- Lessons Learned
- Demographics
- Partner and Participant Case Studies
- Conclusion

Charging and Payments

2.8 Charging:

Funds can be used to contribute to the costs of ongoing operational expenses required in the running of the programme, including:

- **Overheads and managements costs** - this should include a proportion of time of management staff, legal and accounting costs, fixed building costs, insurance etc – anything the provider has that is not directly related to the delivery of this project but supports the organisation to function.
- **Delivery costs** – staff salary costs (including Employer NI & Pension contributions) for staff working directly on delivery of the project, staffing costs including travel for direct delivery on the project, marketing costs, venue hire for events, Consultancy and Contractor Costs, evaluation costs etc
- **Small items of equipment**
- **Marketing and publicity costs***

*There is an expectation that the successful applicant will work closely with the Council's Communications Teams to develop and get sign off for all promotional resources and events e.g., programme/project promotion, launch events, celebration events, etc.

Revenue funds **cannot** be used to contribute to the following costs:

- paid for lobbying, entertaining, petitioning or challenging decisions, which means using the Fund to lobby (via an external firm or in-house staff) to undertake activities intended to influence or attempt to influence Parliament, government or political activity including the receipt of UKSPF funding; or attempting to influence legislative or regulatory action.
- payments for activities of a party political or exclusively religious nature
- VAT reclaimable from HMRC
- gifts, or payments for gifts or donations
- statutory fines, criminal fines or penalties
- payments for works or activities which the lead local authority, project deliverer, end beneficiary, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources.
- contingencies and contingent liabilities
- dividends
- bad debts, costs resulting from the deferral of payments to creditors, or winding up a company.
- expenses in respect of litigation, unfair dismissal or other compensation

- costs incurred by individuals in setting up and contributing towards private pension schemes.

2.9 Funding:

- 2.9.1** Funding amount of £40,000 has been allocated for project, which fits within the **People and Skills** theme of the UK Shared Prosperity Fund.
- 2.9.2** The Provider will be responsible for meeting any costs over and above the Council's UKPSF allocations including any potential cost over runs and the underwriting of any funding contributions from third parties.
- 2.9.3** No funding will be provided for any activity after 31 March 2026.
- 2.9.4** Providers must have spent all agreed funding and be able to evidence defrayal within the 2025-2026 accounts by the end of the funding period, 31 March 2026.
- 2.9.5** Providers shall promptly repay to the Council any money incorrectly paid for any reason. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Provider.
- 2.9.6** Any clawback of funding from Government for ineligible activity, Outputs or Outcomes will be passed on to the Provider.
- 2.9.7** There is the potential of additional funds being allocated towards the project in order to deliver additional outputs and outcomes. The provider will be expected to accept the additional funding and deliver as per the contract variation that will be agreed between Ashfield District Council and the Provider.

2.10 Match Funding

There is no specific requirement for match funding. If a provider can demonstrate some level of match however this will be considered as part of the bid as a whole, this can be in financial or resource support.

2.11 Payment

- 2.11.1** Payments will be made quarterly in arrears following an acceptable quarterly review.
- 2.11.2** The Provider will be expected to submit a quarterly claim for costs incurred for all work completed during the preceding quarter. Claims should be backed by appropriate evidence. Claims will be reviewed, and payments agreed at the review meeting and released by the individual districts within 30 days of receipt of the Providers invoice.
- 2.11.3** Any clawback of funding from Government will be passed on to the Provider.

2.12 Roles and Responsibilities

2.12.1 The Provider will report directly to Sarah Daniel, Assistant Director of Regeneration, Ashfield District Council, or nominated officer as required.

Client Lead: Nathan.McNicholas@ashfield.gov.uk (01623) 457391

2.13 The Appointment

2.13.1 The Provider will be required to complete the following:

- Delivery of the output and outcomes as listed in **Clause 2.5**
- Submission of monthly performance reports and demographic reports.
- Attend quarterly review meetings and undertake agreed action

Section 2: Background information

The following reference documents are suggested for information but are not an exhaustive list.

- <https://democracy.ashfield.gov.uk/documents/s27646/Enc.%201%20for%20Corporate%20Plan%20Refresh%202023-2027.pdf> - Corporate Plan for Ashfield 2023-2027
- <https://www.ashfield.gov.uk/your-council/strategies-plans-policies/education-and-skills-improvement-plan/> - Education and Skills Improvement Plan for Ashfield (2022-2031)
- <https://www.ashfield.gov.uk/media/gwsjzwt0/health-and-wellbeing-strategy-2021-2025-a11y.pdf> - Be Healthy, Be Happy: Ashfield Health and Wellbeing Partnership Strategy (2021-2025)
- <https://www.ashfield.gov.uk/business-licensing/career-boost/> - Ashfield Career Boost web-based portal.
- <https://www.ashfield.gov.uk/business-licensing/regeneration-and-funding/> - Regeneration and Funding in Ashfield
- <https://plan.nottinghamshire.gov.uk/> - Nottinghamshire County Council Delivery Plan 2021-2031
- <http://discoverashfield.co.uk/> - Discover Ashfield website.
- <https://www.nomisweb.co.uk/reports/lmp/la/1946157162/report.aspx> - State of District report for Ashfield
- <https://www.ashfield.gov.uk/your-council/financial-information/procurement/> - Ashfield District Council procurement including Social Value
- <https://www.ons.gov.uk/census/maps?lad=E07000170> – Census 2021 map for Ashfield
- <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-2025-26-technical-note> - UK Shared Prosperity Fund 2025 – 26: Technical Note
- <https://www.gov.uk/government/publications/adult-skills-fund-funding-rules-for-2024-to-2025> - Adult Skills Fund (ASF) Funding rules 2024-2025
- <https://www.eastmidlands-cca.gov.uk/what-we-do/skills-and-adult-education/skills-bootcamps/> - Skills Bootcamps within Nottinghamshire and Derbyshire
- <https://www.leics-ebc.org.uk/employers/stem-learning-ambassador-programme/> - East Midlands STEM Ambassador Programme and STEM Enrichment Partnership

ASHFIELD DISTRICT COUNCIL

Standard Terms and Conditions of Contract for Services

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Appendix 1 – Breach Management Form

Part A - operative provisions

A1 Definitions

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

'Assigned Employees'	in respect of clause G4, an individual employed by the Contractor wholly or mainly in the performance of the Services
'Authorised Officer'	the person duly appointed by the Council and notified in writing to the Contractor to act as the representative of the Council for the purpose of the Contract in the Contract Particulars or as amended from time-to-time and in default of such notification the Council's Strategic Procurement Lead Officer or similar responsible officer.
'Business Day'	any day other than a Saturday or Sunday or a public or bank holiday in England.
'Change in Law'	the coming into effect or repeal (without re-enactment or consolidation) in England of any law, or any amendment or variation to any law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
'Commencement Date'	the commencement date stated in the Contract Particulars.
'Commercially Sensitive Information'	the information used in the Contract Particulars comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss.

'Confidential Information'

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). This includes information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA).

'Contract'

the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority.

1. The Contract Particulars.
2. The Special Terms and Conditions.
3. The Standard Terms and Conditions.
4. The Tender except to the extent that any element of the Tender has been included in the Contract Particulars.

'Contract Manager'

the person named in the Contract Particulars as the Contract Manager and any replacement from time-to-time in accordance with clause B3.2.

'Contract Particulars'

the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, delivery instructions, Commencement Date, authorised officer, Contract Manager, Key Personnel, Commercially Sensitive Information, Contract Period, and the Specification and relevant Contract specific details of the Tender included in the document.

'Contract Period'	the period of the Contract as stated in the Contract Particulars (and any extension in accordance with clause B1).
'Contractor'	the contractor and where applicable this shall include the Contractor's employees, sub-contractors, agents, representatives, and permitted assigns and, if the Contractor is a consortium or consortium leader, the consortium members.
Contractor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement
'Control'	control as defined by section 416 of the Income and Corporation Taxes Act 1988.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the Data Protection Legislation
'Council'	the Council named in the Contract Particulars and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression 'control' shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	(i) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy.
Data Subject Access Request	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
'Delivery Instructions'	the instructions provided in the Contract Particulars and any other information that the Council considers appropriate to the provision of the Services.
'DPA'	The Data Protection Act 2018
'EIR'	The Environmental Information Regulations 2004.
'Employee'	any person employed by the Contractor to perform the Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause G4 (TUPE and re-tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services.
'FOIA'	The Freedom of Information Act 2000.

'Force Majeure'	any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party. This includes without limitation: acts of God, war, industrial action (subject to clause H6.3), protests, fire, flood, storm, tempest, epidemic, pandemic, explosion, acts of terrorism and national emergencies.
UK GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
'Good Industry Practice'	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.
'HRA'	The Human Rights Act 1998.
'Information'	has the meaning given under section 84 of the Freedom of Information Act 2000.
'Intellectual Property Rights'	patents, inventions, trademarks, service marks, logos, design rights (whether registrable 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 registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
'Invitation to Tender'	the Council's Invitation to Tender for the Contract.
'Key Personnel'	those persons named in the Contract Particulars as being key personnel and any replacement from time-to-time under clause B6.1.5.

'Law'	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
'Liabilities'	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
'Order'	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
Party	A Party to this Contract
Price	the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
'Pricing Schedule'	the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.

Protective Measures	appropriate technical and organisational measures 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 the such measures adopted by it
'Replacement Contractor'	any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Contract
'Request for Information'	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.
'Services'	the services described in the Specification to be supplied by the Contractor in accordance with the Contract, together with all equipment required and any associated goods provided by the Contractor in relation to those services.
'Special Terms and Conditions'	the additional terms and conditions attached which were set out in the Invitation to Tender.
'Specification'	the specification included in the Contract Particulars setting out the Council's detailed requirements in relation to the Services.
'Standard Terms and Conditions'	the terms and conditions set out in this document.
Sub-processor	any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
Tender	the Contractor's tender for the Services in response to the Council's Invitation to Tender.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006.

A1.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, government agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.

A1.2 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

A2 Headings

A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

A3 Notices

A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, or by sending it by registered post or recorded delivery to the appropriate address or email address notified to each other as set out in the Contract Particulars.

A3.2 Any notice serviced will be deemed to have been served as follows:

A3.2.1 Any notice served personally will be deemed to have been served on the day of delivery;

A3.2.2 Any notice sent by post will be deemed to have been served 48 hours after it was posted;

A3.2.3 Any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

A4 Entire agreement

A4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

Part B - Provision of Services

B1 Contract Period

- B1.1 The Contract shall commence on the Commencement Date and subject to clause B1.2 shall continue for the Contract Period.
- B1.2 If the Contract Period includes an option to extend and the Council intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

B2 Performance

- B2.1 The Services shall be provided in accordance with any delivery instructions. If no time for delivery is stated in the delivery instructions the Services shall be delivered between 9am and 5pm on a Business Day.
- B2.2 The time of the delivery of the Services is of essence to the Contract.
- B2.3 The Council will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Council's premises.
- B2.4 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Contract; the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.
- B2.5 If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.
- B2.6 If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.
- B2.7 The Council retains the Contractor for the performance of the Services on a non-exclusive basis.

B3 Contract Manager

- B3.1 The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- B3.2 The Contractor shall give notice in writing to the Council at once of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Council before changing its Contract Manager.

B4 Ordering process

- B4.1 Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Council under the provisions of this clause.
- B4.2 Except where specified Orders are required to call off the Services the Council gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.
- B4.3 The Orders shall state the type of or part of the Services required including the Council's requirements with regard to timescale for delivery of those Services.

B5 Risk in and title to goods

- B5.1 Risk in any goods provided as part of the Services shall pass to the Council upon delivery without prejudice to any rights of rejection which may accrue to the Council under the Contract or otherwise.
- B5.2 Title in any goods provided as part of the Services shall pass to the Council upon delivery or earlier payment.

B6 Warranty

- B6.1 The Contractor warrants to the Council that the Services will be provided as follows:
- B6.1.1 in a proper, skilful and workmanlike manner;
 - B6.1.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
 - B6.1.3 in accordance with the Contract and any descriptions provided by the Contractor;
 - B6.1.4 to the reasonable satisfaction of the Authorised Officer;
 - B6.1.5 by Key Personnel (if any) who shall not be released from providing the Services permanently without the written agreement of the Council, except by reason of:
 - B6.1.5.1 sickness;
 - B6.1.5.2 maternity leave;
 - B6.1.5.3 paternity leave;
 - B6.1.5.4 termination of employment;
 - B6.1.5.5 request by the Council;

- B6.1.5.6 the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction; or
 - B6.1.5.7 other extenuating circumstances explained to the Council; and
 - B6.1.6 any replacements for the Key Personnel shall be subject to the agreement of the Council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and
 - B6.1.7 in a way that the Contractor takes every reasonable precaution to safeguard the Council's property entrusted to the care of the Contractor.
- B6.2 The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
 - B6.2.1 be free from defects in design, material and workmanship; and
 - B6.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- B6.3 Without prejudice to the Council's rights to terminate under clause D1 (Termination), if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:
 - B6.3.1 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within 14 days of a request to do so; or
 - B6.3.2 subject to clause E2 (Indemnity and liability) require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.

B7 Contractor's Employees

- B7.1 The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:
 - B7.1.1 any member of the Contractor's Employees; and/or
 - B7.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor,

whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.

- B7.2 When directed by the Council, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably desire.
- B7.3 The Contractor's Employees, engaged within the boundaries of any of the Council's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time-to-time for the conduct of personnel when at that establishment and when outside that establishment.
- B7.4 The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.
- B7.5 The Contractor shall replace any of the Contractor's Employees who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Employees for any reason, the Contractor shall make sure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- B7.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

Part C - Price and payment

C1 Price and payment

- C1.1 The Council shall pay the Price for the Services to the Contractor.
- C1.2 The Contractor shall submit a single VAT invoice to the Council no later than seven days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.
- C1.3 Payment of any undisputed invoice will be made no later than 30 days following the date of receipt of the invoice by the Council.
- C1.4 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Council's satisfaction.
- C1.5 Any overdue sums will bear interest from the due date until payment is made at 4% per annum over the Bank of England base rate from time-to-time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.
- C1.6 The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor against any liability of the Contractor to the Council (in either case however arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.
- C1.7 Further details of payment, if any, are set out in the Pricing Schedule.

Part D - Termination and consequences of termination

D1 Termination

- D1.1 Subject to the provisions of clause H6 (Force majeure) the Council may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:
- D1.1.1 the Contractor becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
 - D1.1.2 the Contractor is convicted of a criminal offence;
 - D1.1.3 the Contractor ceases or threatens to cease to carry on its business;
 - D1.1.4 the Contractor has a change in Control which the Council believes will have a substantial impact on the performance of the Contract;
 - D1.1.5 there is a risk or a genuine belief that reputational damage to the Council will occur as a result of the Contract continuing;
 - D1.1.6 the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied;
 - D1.1.7 there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or
 - D1.1.8 the Contractor commits persistent minor breaches of this Contract whether remedied or not.
- D1.2 The Council reserves the right to terminate the Contract in part in the case of termination under clauses D1.1.6, D1.1.7 and D1.1.8.
- D1.3 Where this Contract is subject to Orders as specified in the Contract Particulars the Council has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause D1.
- D1.4 The Council reserves the right to terminate the Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

D2 Consequences of termination

D2.1 If this Contract is terminated in whole or in part the Council shall:

- D2.1.1 be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination and/or;
- D2.1.2 except for termination under clause D1.4, be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other Contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them and/or;
- D2.1.3 Where termination arises under clause D1.4, pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination which shall be limited to 100% of the proportion of the Price which is paid and payable at the time that the liability arises and/or;
- D2.1.4 in the event that any sum of money owed by the Contractor to the Council (the Contractor's debt) exceeds any sum of money owed by the Council to the Contractor (the Council's debt) under this Contract then the Council shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Council's debt or to recover the Contractor's debt as a civil debt.

D2.2 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

D3 Dispute resolution procedure

D3.1 If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

D3.2 If a dispute is not resolved within 14 days of referral under clause D3.1 then either party may refer it to the chief executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.

D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties. This must be within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D4 Survival

D4.1 The following clauses will survive termination or expiry of the Contract:

- D4.1.1 clause B5 (Risk in and title to the goods);
- D4.1.2 clause D2 (Consequences of termination);
- D4.1.3 clause E2 (Indemnity and liability);
- D4.1.4 clause F1 (Intellectual property);
- D4.1.5 clause F2 (Data Protection)
- D4.1.6 clause F3 (Freedom of Information);
- D4.1.7 clause F4 (Confidentiality and Publicity);
- D4.1.8 clause F5 (Record keeping and monitoring);
- D4.1.9 clause G4 (TUPE and re-tendering);
- D4.1.10 clause H4 (Severance);
- D4.1.11 clause H10 (Non solicitation and offers of employment); and
- D4.1.12 clause H12 (Law and jurisdiction).
- D4.1.13 clause H13 (Exit Management)

Part E - Insurance and Liabilities

E1 Insurance

- E1.1 The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.
- E1.2 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- E1.3 If the Contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

E2 Indemnity and liability

- E2.1 Neither party seeks to exclude or limit its liability for:
 - E2.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
 - E2.1.2 fraudulent misrepresentation; or
 - E2.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- E2.2 The Contractor shall indemnify and keep indemnified the Council in full without limit of liability for any direct and indirect loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights, or injury claimed by any third party including any consequential loss which shall include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

Part F - protection of information

F1 Intellectual property

- F1.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
 - F1.1.1 provided to the Contractor by the Council shall remain the property of the Council; and

- F1.1.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.
- F1.2 The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Council a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-licence, transfer, novate or assign to other Councils, the Replacement Contractor or to any other third party providing Services to the Council, and shall be granted at no cost to the Council.
- F1.3 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.
- F1.4 At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.
- F2 Data Protection**
- F2.1 The Contractor shall (and shall procure that any of its staff involved in the provision of the Services) comply with any requirements under the Data Protection Legislation. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is determined by the Council and detailed in the tender/quotation documentation and may not be determined by the Contractor.
- F2.2 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- F2.3 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
- F2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
- F2.3.2 an assessment of the necessity and proportionality of the processing

operations in relation to the Services;

F2.3.3 an assessment of the risks to the right and freedoms of Data Subjects;
and

F2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

F2.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

F2.4.1 process that Personal Data only in accordance with the Council's written instructions as detailed in the tender/quotation documentation, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

F2.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

F2.4.2.1 nature of the data to be protected;

F2.4.2.2 harm that might result from a Data Loss Event;

F2.4.2.3 state of technological development; and

F2.4.2.4 cost of implementing any measures;

F2.4.3 ensure that:

F2.4.3.1 the Contractor Personnel do not process Personal Data except in accordance with this Agreement and the Council's written instructions as detailed in the tender/quotation documentation.

F2.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

A. are aware of and comply with the Contractor's duties under this clause;

B. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so

by the Council or as otherwise permitted by this Agreement; and

D. Have undergone adequate training in the use, care, protection and handling of Personal Data; and

F2.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

F2.4.4.1 the Council or the Contractor has provided appropriate safeguards in relation to the transfer as determined by the Council;

F2.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

F2.4.4.3 the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and

F2.4.4.4 the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

F2.4.5 at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

F2.5 Subject to clause F2.6, the Contractor shall notify the Council by email, to DPO@ashfield.gov.uk using the breach management form at Appendix 1, within 24hrs, if it:

F2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

F2.5.2 receives a request to rectify, block or erase any Personal Data;

F2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

F2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

F2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be

required by Law
Or

F2.5.6 becomes aware of a Data Loss Event.

F2.6 The Contractor's obligation to notify under clause F2.5 shall include the provision of further information to the Council in phases, as details become available.

F2.7 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause F2.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

F2.7.1 the Council with full details and copies of the complaint, communication or request;

F2.7.2 such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

F2.7.3 the Council, at its request, with any Personal Data it holds in relation to a Data Subject;

F2.7.4 assistance as requested by the Council following any Data Loss Event;

F2.7.5 assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

F2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

F2.8.1. the Council determines that the processing is not occasional;

F2.8.2 the Council determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and

F2.8.3 the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

F2.9 The Contractor shall allow for audits of its Data Processing activity by the

Council or the Council's designated auditor.

F2.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

F2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

F2.11.1 notify the Council in writing of the intended Sub-processor and processing;

F2.11.2 obtain the written consent of the Council;

F2.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Agreement such that they apply to the Sub-processor; and

F2.11.4 provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

F2.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

F2.13 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

F2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's

F3. Freedom of Information

F3.1 The Contractor acknowledges that the Council is subject to the requirement of the Code of Practice on Government information, FOIA and the EIR and shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.

F3.2 The Contractor shall and shall procure that its sub-contractors shall do all of the following where relevant.

F3.2.1 Transfer to the Council all requests for information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information.

- F3.2.2 Provide the Council with a copy of all information in its possession, or power in the form that the Council requires within five Business Days (or such other period as the Council may specify) of the Council's request.
 - F3.2.3 Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- F3.3 The Council shall be responsible for determining in its absolute discretion despite any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR
- F3.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- F3.5 The Contractor acknowledges that (despite the provisions of clause F4) the Council may, be obliged under the FOIA, or the EIR to disclose information concerning the Contractor or the Services:
 - F3.5.1 in certain circumstances without consulting the Contractor; or
 - F3.5.2 following consultation with the Contractor and having taken their views into account.
- F3.6 Provided always that where clause F3.5.1 applies the Council shall, in accordance with any recommendations of the code, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- F3.7 The Contractor shall make sure that all information is retained for disclosure in accordance with any record keeping obligations of the Contractor under this Contract and shall permit the Council to inspect such records as requested from time-to-time.
- F3.8 The Contractor acknowledges that the Commercially Sensitive Information is indicative only and that the Council may be obliged to disclose it in accordance with clause F3.

F4 Confidentiality and Publicity

F4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall do each of the following:

F4.1.1 Treat the other party's Confidential Information as confidential and safeguard it accordingly; and

F4.1.2 Not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

F4.2 Paragraph F4.1 shall not apply to the extent that any one or more of the following applies to the relevant information or disclosures:

F4.2.1 Such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR pursuant to clause F3 (Freedom of Information);

F4.2.2 Such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

F4.2.3 Such information was obtained from a third party without obligation of confidentiality;

F4.2.4 Such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; and

F4.2.5 It is independently developed without access to the other party's Confidential Information.

F4.3 The Contractor may only disclose the Council's Confidential Information to the Contractor personnel who are directly involved in the provision of the Services and who need to know the information, and shall make sure that such Contractor personnel are aware of and shall comply with these obligations as to confidentiality.

F4.4 The Contractor shall not, and shall procure that the Contractor personnel do not, use any of the Council's Confidential Information received other than for the purposes of this Contract.

F4.5 At the written request of the Council and if reasonable in the circumstances to make that request, the Contractor shall procure that those members of the Contractor personnel identified in the Council's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

F4.6 Nothing in this Contract shall prevent the Council from disclosing the Contractor's Confidential Information in any one or more of the following circumstances.

F4.6.1 To any Crown body or any other contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Council. All crown bodies or such contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other such contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or other contracting authority;

F4.6.2 To any consultant, Contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review;

F4.6.3 For the purpose of the examination and certification of the Council's accounts; and/or

F4.6.4 For any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

F4.7 Contractors are advised that the Council is required to publish new local government contracts, tender documents and invoice information for expenditure over £5000.

F4.8 Without prejudice to the Council's obligations to publish local government contracts over £500 or the Council's obligations under the FOIA or EIR, the Contractor shall not make any press announcements or publicise this Contract or any part thereof in any way, except with the written consent of the Council (such consent not to be unreasonably withheld or delayed).

F4.9 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, employees, sub-contractors, agents, professional advisors and consultants.

F5 Record keeping and monitoring

F5.1 The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

- F5.2 In order to assist the Council in its record-keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.
- F5.3 The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.
- F5.4 Any documents held by the Contractor during the Contract Period will be made available to the Council, upon a written request by the Council. Documents by the Contractor will be provided within forty eight hours at the written request by the Council.

Part G - Statutory obligations

G1 Health and safety

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Council.

G2. Corporate requirements

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Council policies and rules, such as, but not limited to:
- G2.2.1 equality and diversity policies;
 - G2.2.2 sustainability;
 - G2.2.3 information security rules;
 - G2.2.4 whistle blowing and/or confidential reporting policies;
 - G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services;
 - G2.2.6 Safeguarding Policy;
 - G2.2.7 Social Value; and
 - G2.2.8 Modern Slavery

- G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- G2.4 The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in Law of the ability of the Employees to work in the United Kingdom.
- G2.5 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Council with:
- G2.5.1 details of the finding; and
 - G2.5.2 the steps the Contractor has taken to remedy the situation.

G3 Law and Change in Law

- G3.1 The Contractor shall comply at all times with the Law in its performance of the Contract.
- G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within 14 days of the Contractor notifying the Council of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within 14 days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.
- G3.3 Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

G4 TUPE and re-tendering

- G4.1 The Contractor and the Council hereby acknowledge that the termination of the Contractor's provision of some or all of the Services may constitute one or more transfers under TUPE, whereby the employment of one or more of the future transferring employees will transfer to the Council and/or a new service provider. The Parties agree to co-operate with each other in this regard to ensure that they comply with TUPE in respect of any future transferring employees with regard to when and to whom their employment transfers.

- G4.2 In the event of expiry or termination of this Contract or whenever reasonably requested by the Council in preparation for tendering arrangements the Contractor will provide the Council with such assistance as the Council may require and provide at no cost to the Council any information the Council (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees including but not limited to, providing Employee liability information as required under Regulation 11 of TUPE.
- G4.3 The Contractor authorises the Council to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the Contractor will secure all necessary consents from relevant Employees in order to do this.
- G4.4 The Contractor will keep the Council and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

Part H - General provisions

H1 Contract variation

H1.1 Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Contractor.

H1.2 The Council shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised delivery instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

H2 Third party rights

H2.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

H3 No waiver

H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.

H3.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3 (Notices).

H4 Severance

H4.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

H5 Assignment, sub-contracting and responsibility

H5.1 Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.

H5.2 The Council shall be entitled to:

H5.2.1 assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006); or

H5.2.2 transfer, assign or novate its rights and obligations where required by Law.

H5.3 The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

H6 Force Majeure

H6.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

H6.2 If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Council nor entitle the Contractor to terminate the Contract.

H6.3 Industrial action by, or illness or shortage of the Contractor's Employees, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, Services or materials and breach of the Contractor's warranties under clause B6 shall not be regarded as an event of Force Majeure.

H6.4 If the event of Force Majeure continues for more than two months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

H6.5 If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and Liabilities which accrued prior to termination will continue to exist.

H7 Inducements

H7.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.

H7.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Contractor or on the Contractor's behalf.

H7.3 Where the Contractor engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with the Council, the Council has the right to:

H7.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or

H7.3.2 recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

H8 Costs and expenses

H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H9 No agency or partnership

H9.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

H10 Non solicitation and offers of employment

H10.1 The Contractor agrees that it will not, without the prior written consent of the Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

H10.1.1 solicit or entice, or endeavour to solicit or entice, away from the Council, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Council at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or

H10.1.2 attempt, or knowingly assist or procure any other person to do the above.

H11 Inspection of Contractor's premises

H11.1 The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

H12 Law and jurisdiction

H12.1 This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

H13 Exit Management

H13.1 Without prejudice to any other rights and obligations in this contract, the Contractor shall co-operate and provide all assistance reasonably required by the Council to ensure an orderly transition of the Services to the Council or any replacement contractor in the event of termination or expiry of this agreement.

H13.2 The Council may direct that the Contractor shall, within three (3) Months after the Start Date, deliver to the Council a plan which complies with the requirements set out by the Council and is otherwise reasonably satisfactory to the Council (the "Exit Plan").

H13.3 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Clause H13.2, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Appendix 1 – Breach Management Form

**** To be emailed to the Data Protection officer ("DPO") within 24 hours to DPO@ashfield.gov.uk ****

Contact Details of Person Submitting Form	
<u>Contract Reference:</u>	
Name	
Job Title	
Address	
Telephone Number	
Email Address	
Incident Information	
Date and Time of Breach	
Date and Time Breach Detected	
Who / What Reported the Breach	
Description and type of the Breach	
The likelihood and severity of the resulting risk to people's rights and freedoms. i.e. Could result in physical, material or non-material damage to natural persons such as loss of control over their personal data or limitation of their rights, discrimination, identity theft or fraud, financial loss, unauthorised reversal of pseudonymisation, damage to reputation, loss of confidentiality of personal data protected by professional secrecy or any other significant economic or social disadvantage to the natural person concerned."	

Approximate Number of Data Subjects Affected	
Details of any ICT Systems Involved	
Details of any action taken to mitigate effect on individuals	
Who is aware of the breach	
Date notified to DPO	

For DPO use only

Date received by DPO	
The likelihood and severity of the resulting risk to people's rights and freedoms.	
Inform ICO Yes/No	
Date of informing ICO and details of person spoken to and ref no (if provided)	
If not reported, why not	
Conclusion, after investigation	
Date of informing ICO of conclusion. after investigation and details of person spoken to and ref no (if provided)	
Signed off by	
Date signed off	

Outcome Code	Outcome Indicator for Reporting	Unit of Measurement	Definition	Evidencing
Events and Activities				
OC18	Improved engagement number(s)	Number of people	The increase in number of individuals engaged in the local area / activity during the last 12 months. Engagement can include physical and digital engagements. What is classed as the 'local area' where events are recorded should remain consistent throughout the collection e.g. should not include/ exclude events in neighbouring locations which were included/included in previous returns.	Completion of various attendance data with prior year baseline data, feedback form, progress reports
People and Users				
OC22	Number of people in education/training, following support	Number of people	People who have received support and who are newly engaged in education (lifelong learning, formal education or training activities (off-the-job/in-the-job training, vocational training, etc.) immediately upon leaving the project.	Post programme follow up survey and/or confirmation of enrolment in a training course or programme
OC24	Number of people reporting increased employability through development of interpersonal skills funded by USPF	Number of people	The number of people who have been supported by USPF funded activity who have reported increased employability through the acquisition or improvement of interpersonal skills relevant to employment and study settings, including but not limited to confidence, communication skills, working with others, time management, motivation to work or do training.	Self assessment surveys measuring a range of soft/interpersonal skills
Other				
OC29	Number of volunteering opportunities created as a result of support	Number of volunteering roles created	The number of organised volunteering roles created as a direct result of the intervention. This includes opportunities for people to volunteer on a regular basis, and opportunities for one-off volunteering. Formal volunteering refers to those who have been unpaid help via a group, club, or organisation for example, leading a group, administrative support or befriending or mentoring people.	Participating stakeholders surveys at project mid-point and end

Output Code		Output Indicator for Reporting		Unit of Measurement		Definition		Evidencing	
Events and Activities									
OP12		Number of local events or activities supported		Number of events/activities		Number of local events or activities supported. An event refers to planned activities. These should fall into the below categories: - Those related to: (1) film, TV, Music, Radio (2) Heritage (3) Arts, Museums and Libraries - Other activities and events include, for example but not limited to, sports, volunteering, tourism and social action		Signed participation forms, attendee records	
People and Users									
OP12		Number of people reached		Number of people		Number of people directly impacted by the UKSP intervention. The definition of direct impact will vary across interventions e.g. - Energy efficiency improvements: those living or working within the treated premise - Engagement schemes: those directly engaging (e.g. training, viewing, attending) - Direct impact should only be recorded where it can be demonstrated reliably		Signed participation forms, attendee logs, action plans for each participant, monthly record of session attendance and registered attendees	
OP20		Number of people retraining		Number of people		Number of people training in a different area after having already obtained a qualification or developing experience in a specific one		Online self-declaration forms, confirmation of course/training enrolment	
OP22		Number of people supported to participate in education		Number of people		"People who have received support to engage in education (including learning, formal education) or training activities (off the job/in the job training, vocational training, etc.). Education or training is a structured and agreed programme of: - Lifelong learning - Formal education - Educational and/or vocational training activities (this may include on the job and/or off the job vocational training) or a combination of the approaches listed). Mandatory training (e.g. job-skill related) / CV writing) and other non vocational / non educational support such as confidence building, life-skills and personal effectiveness support cannot be considered as education or vocational training in this context (even though such activities may, of course, be useful and important support measures)"		Signed action plans, online self-declaration forms/summary	
Other									
OP26		Number of organisations receiving non financial support		Number of organisations		Number of organisations receiving non financial support with the intention of improving performance Organisations here will either be: - The end beneficiary is the recipient of the award itself, for example, a local authority, higher education institute or an organisation representing specific sector who may be undertaking a feasibility study - An organisation that is in end beneficiary and does not fit into the above description may be classified under the business output indicators, for example, a charitable organisation Non financial support means business advice, guidance, mentoring and training. This must involve some form of direct interaction with members of the enterprises - in other words it cannot be broadcasted advice. Support may be ongoing. Improving performance means reductions in costs or increases turnover/profit		Feedback forms, email correspondence, support logs signed by different leads	
OP27		Number of volunteering opportunities supported		Number of opportunities		Number of organised volunteering roles supported as a direct result of the intervention. This includes opportunities for people to volunteer on a regular basis, and opportunities for one-off volunteering Formal volunteering refers to those who have gone onto help via a group, club or organisation, for example, leading a group, administrative support or bookkeeping of meetings, people-		Collection of signed volunteer agreements	

Appendix 2

is the successful tender documentation referred to in
the agreement made
Ashfield
between the Mansfield District Council and The Three's
Club Services Limited.... for the Ashfield STEM
Careers Education for stakeholders.....
contract..... ~~Director~~



A stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the top. Below the signature, the name 'D. HALL' is written in a similar handwritten style.

Ashfield STEM Careers Education for Stakeholders Project

Ref: ADCPS2

Tender Reference: DN776429

Invitation to Tender (ITT)

Part 4 - Quality Question Response

Part 1: Instructions

- 1.1 Your tender response should describe clearly and concisely how you would fulfil the requirements laid out in the Specification, paying close attention to the following points:
 - Please clearly label each response with the appropriate question number.
 - Please ensure that your responses to the questions relate to the specification and the works to be carried out.
 - For each quality assessment question, please ensure that no more material is provided than is required to answer the question. In particular, please avoid the following:
 - a) Additional information outside the scope of the question
 - b) Details about your company that have not been requested and do not add clarity to the response.
 - c) 'Sales pitch' type information.
- 1.2 For each written question, please ensure that no more material is provided than any limit stated in the question (for written responses this includes pictures / photographs and should use Arial font size 12). Any material provided in excess of this limit **will not be considered** as part of the evaluation and will not contribute towards the score for that element.
- 1.3 Additional appendices or attachments, unless specifically requested in the Quality assessment Questions section, **will not be considered** as part of the submission, and will not count towards the score awarded for any element.
- 1.4 Where a question states that responses should be provided in a particular format, Tenderers should ensure that they comply with the instruction. The Authority reserves the right to award a score of zero for any responses submitted in an incorrect format or not in accordance with the instructions.
- 1.5 Where a specific format is indicated, or document provided, for responses, Tenderers should ensure that they complete and return the responses as instructed and should not make any variation or alteration to the format(s) or document(s) nor submit any alternative documents, unless expressly invited or permitted. The Authority reserves the right to award a score of zero for any responses submitted in an incorrect format or document, or otherwise not in accordance with the instructions.
- 1.6 Method statements and other responses submitted in response to this section may be incorporated into the Contract / Framework Agreement.

Question	Description:	Word count limit	Marks:	Weight:	Total:
1	A Proposal document of how the brief has been interpreted including key assumptions and inputs required. Demonstrate a detailed understanding of methodologies for undertaking the work.	1500 (this includes words within any images used)	5	6	30%

Response:

Interpretation of the Brief

The Ashfield STEM Careers Education for Stakeholders Project (“the project”) is made possible through the UK Shared Prosperity Fund. The aims of the project places it firmly in the third priority investment area of ‘People and Skills’. As such, the overarching aim of the project is to increase the number of STEM jobs and vacancies available in Ashfield and to increase the number of Ashfield residents progressing into sustainable and long-term STEM careers.

In order to achieve these outcomes, the project aims to provide workshops for the key stakeholders such as educators, the Department for Work and Pensions and VCSE practitioners, all of which have been selected due to their role in supporting Ashfield residents on their journey to employment. The Three’s Club understands that this project is a strategic workforce development initiative that enables these professionals to better identify, promote and guide residents into local STEM roles.

We interpret the brief as requiring:

- Delivery of accessible and tailored STEM education sessions to stakeholders
- Ongoing support for participants through resources, follow-up and referrals
- Tangible contributions to local employability and STEM outcomes
- A mix of group and individual delivery formats
- A focus on practical application, not just knowledge sharing

Key Assumptions

- The Council will support initial introductions to the key stakeholders, given that The Three’s Club does not have a local presence in Ashfield, and contacting stakeholders during the tendering process is strictly prohibited
- Stakeholder staff have varying levels of awareness and confidence in supporting STEM pathways
- A mix of direct teaching, resource provision and relational follow-up is needed to achieve the level of impact that The Council expect
- Technical delivery (e.g. content on Engineering or Life Sciences) requires subject-matter expertise
- The Three’s Club can add value through coaching, facilitation and strategic guidance
- The Council will support initial introductions to stakeholders and provide venue access where feasible

Inputs Required

To ensure successful delivery, we require:

- Introductions to key stakeholder organisations (ADC-led)
- Access to local venues and community spaces (subject to availability)
- Access to current STEM labour market data in Ashfield (Council or LightCast data)
- Introduction to the East Midlands STEM Ambassador Coordinator (as outlined)
- Permission to use the Ashfield Career Boost portal as a central signposting tool

Methodology

a) Project Mobilisation

- Internal project planning (August 2025)
- Delivery partner onboarding and quality briefing
- Stakeholder scheduling, led by The Three's Club with Council support

b) Multi-Phase Learning Journey

- **Phase 1: Engagement**
Introduction to STEM concepts, labour market context, and the relevance to participants' day-to-day roles
- **Phase 2: Sector Insight Workshops**
Expert-led sessions (via subcontracted educators) on areas like engineering, CAD, software, biological sciences
- **Phase 3: Practical Signposting**
Training on how to guide service users into STEM pathways, use the Ashfield Career Boost portal and access LMI
- **Phase 4: Ongoing Support**
Participant action plans, monthly STEM updates, check-ins and feedback collection, mentorship/work experience opportunities

c) Delivery Formats

- **Group workshops** facilitated by The Three's Club, with specialist presenters
- **1-2-1 follow-ups** for deeper support
- **Resource packs and A5 leaflets** designed and distributed to participants for use with their caseloads.

d) Monitoring & Evaluation

- Participant forms and session registers
- Output and outcome tracking (OP17, OC26, etc.) aligned to Appendix B
- Monthly review checkpoints and a final impact summary report

Division of Delivery

- The Three's Club will deliver over 50% of contract activity directly, through stakeholder coordination, facilitation, materials development, follow-up, monitoring and social value actions
- Subject-matter experts will be subcontracted to deliver technical content only
- All delivery will be managed, integrated and evaluated by The Three's Club

Booklet Content and Delivery Plan: "A Guide to STEM Careers in Ashfield"

As part of our commitment to equipping stakeholder staff with lasting, accessible resources, The Three's Club will design and produce a professionally formatted A5 booklet titled "*A Guide to STEM Careers in Ashfield*." The booklet will be tailored to the Ashfield context and designed for day-to-day use by frontline professionals supporting residents into employment.

The purpose of the booklet is to increase the confidence and knowledge of stakeholder staff in promoting STEM careers, signposting opportunities, and supporting residents from a wide range of backgrounds into

local STEM roles. This booklet forms part of our wider methodology to embed confidence and sustainability into the stakeholder workforce, beyond the life of the project.

Content Outline

1. **Welcome & Purpose** – Short foreword on the value of STEM and the role of stakeholders
2. **What is STEM?** – Simple definitions with real-world examples relevant to Ashfield
3. **Local Job Landscape** – STEM vacancy data, top sectors, sample job titles and salaries
4. **Pathways into STEM** – Routes such as apprenticeships, training, retraining and volunteering
5. **STEM for Everyone** – Encouraging inclusive participation (e.g. women, career changers)
6. **How to Support Your Clients** – Conversation tips, confidence-building strategies, follow-up actions
7. **Useful Links & Resources** – Career Boost portal, local training providers, support networks
8. **Contact & Support** – Signposting to the relevant supporting parties

This booklet forms part of the wider plan of embedding confidence and sustainability into the stakeholder workforce, beyond the life of the project.

2	A proposed work plan & Gantt Chart, confirming the stated key milestones can be met and assumptions on mobilisation durations from contract award clarified.	1500 (this includes words within any images used)	5	3	15%
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Response:

ADC Gantt Chart (excel link)

3	A resource chart, budgeting strategy and CVs. Identify the staff who will undertake the work, detailing their relevant experience and proportion of time that they will spend on the work stages.	1000 Resource chart (this includes words within any images used) No word count limit to CVs	5	3	15%
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Response:

Resource Chart

Resource allocation included in work plan Gantt chart.

Delivery Team and Time Allocation

The Three's Club has assembled a highly capable, cross-functional team with expertise in education, stakeholder engagement, marketing, strategy, and financial governance. All team members are co-founders of the business and bring both operational rigour and deep personal investment in project success. Technical STEM delivery will be subcontracted to vetted subject-matter experts, under our direction.

1. Chelsea Austin-Ajaero

Time Allocation: 40%

Experience:

- Co-Founder and CEO/COO of The Three's Club, leading strategy, daily operations, and cross-sector partnerships
- Former Private Equity Investor Relations Associate at Foresight Group, with direct experience managing £100m+ fundraises, operational delivery, and stakeholder reporting
- Strong governance and compliance background, with board experience as a Trustee at The Cowrie Scholarship Foundation
- Led investor engagement, fundraising campaigns, and national communications in education and capital markets
- Proven ability to manage multi-partner projects, monitor KPIs, and align operational delivery to strategic goals

Responsibilities:

- Overall project leadership and performance monitoring
- Contract and stakeholder management
- Workshop planning and compliance oversight
- Delivery of non-technical sessions and qualitative evaluation

2. Felicia Tchen

Time Allocation: 40%

Experience:

- Co-Founder and CFO of The Three's Club, with specific responsibility for strategic delivery in education, travel, and lifestyle sectors
- Founder of TchenEd, where she has designed and led education programmes for over 1,500 participants across the UK and internationally
- Deep experience working with ministries, Chambers of Commerce and public/private education stakeholders across EMEA
- Proven delivery of personalised education guidance, programme design, stakeholder-facing events, and learning resource development

Responsibilities:

- Design and facilitation of workshops and 1-2-1 interventions (non-technical)
- Creation of educational resources and LMI materials
- Participant support, action planning and follow-ups

- Coordination with STEM Ambassadors and stakeholder partners

3. Danagul Saulebayeva

Time Allocation: 25%

Experience:

- Co-Founder and CMO of The Three's Club, overseeing brand identity, service design, client communications and partnerships
- Former Senior Client Development Executive at Brand Finance, managing B2B relationships and leading data-driven marketing strategies
- Skilled in CRM platforms, communications design and experiential engagement
- Fluent in English, Russian and Italian, with a professional background in high-end customer engagement and visual content creation

Responsibilities:

- Stakeholder coordination and communications
- Facilitation support during group sessions
- Development and distribution of the A5 booklets and digital assets
- Data collation for monitoring reports and participant records

4. Subcontracted STEM Educators

Role: Technical STEM Content Specialists

Time Allocation: 20% (combined)

Experience:

- To be drawn from a pre-screened network of adult STEM educators with experience in applied engineering, computing, and life sciences
- Minimum of 5+ years in technical instruction or vocational training
- All content designed in collaboration with The Three's Club, and aligned to Ashfield labour market needs

Responsibilities:

- Deliver subject-specific STEM sessions
- Support The Three's Club in contextualising content for the stakeholder audience
- Participate in session design reviews and evaluation activities

Summary

This team combines operational leadership, education delivery, strategic communications and stakeholder engagement. Our combined experience ensures that The Three's Club will deliver a high-quality, compliant and culturally relevant programme — underpinned by strong governance and learning outcomes.

Item	Category	Estimated Cost (£)	Justification
Project Management	Labour	£ 6,000.00	Coordination of 8-month project, stakeholder liaison, and KPI reporting. 15% FTE project manager.
External Educators	Labour	£ 10,500.00	Subject specialists delivering 20 workshops (STEM topics). Assumes 30 educator-days at £350/day.
Learning Material Dev	Labour/Materials	£ 3,500.00	Creation of STEM booklets/leaflets with Ashfield-specific LMI (aligned with Specification Section 2.5).
Professional Printing	Materials	£ 2,200.00	Production of 500 STEM career booklets + 2,000 A5 LMI leaflets (Specification Clause 2.5.7).
Venue Hire	Overheads	£ 3,800.00	20 sessions across Ashfield venues (avg. £190/session). Excludes council-owned spaces (Specification Clause 2.8).
Travel	Expenses	£ 1,800.00	Educator transport across 3 Jobcentre Plus sites + schools/VCSEs (Bulwell to Alfreton = 25-mile radius).
Subsistence	Expenses	£ 1,500.00	Light refreshments for 150 participants + educators (Specification Clause 2.5.4). Stipends prohibited per UKSPF rules (Clause 2.7.1).
Student Transport/Food	Expenses	£ 800.00	Work experience logistics for 10 students (STEM Ambassador tie-in, Specification Clause 2.5.8).
Subscriptions	Overheads	£ 900.00	Scheduling tools + survey software (essential for monthly KPI reporting, Clause 2.6.4).
Stationery	Materials	£ 400.00	Workshop materials (flipcharts, pens, participation forms – Clause 2.5.9).
Cleaning Fees	Overheads	£ 1,200.00	Post-session venue cleaning (required per Health & Safety Clause 2.7.4).
Data Analysis	Labour	£ 2,400.00	KPI tracking against OP17/OC26 (150 participants), survey processing, and quarterly reviews (Clause 2.6.4).
Report Writing	Labour	£ 2,300.00	Draft evaluation report with case studies (text/video) as per Specification Section 2.6.
Digital Marketing	Labour	£ 1,300.00	Promotion of Ashfield Career Boost portal during sessions (mandatory under Clause 2.5.6).
Contingency	Risk Management	£ 1,400.00	3.5% buffer for scheduling delays or material cost fluctuations (aligns with Gantt chart gaps).
TOTAL		£ 40,000.00	

Quality Total:

60%

Part 6 - Supplier Details

Name of legal entity or sole-trader	
Unique name of legal entity or name of individual	The Three's Club Services Ltd
Trading Name (if different to above)	
Contact Details in relation to this invitation to quote	
Title	Miss
Forename	Chelsea
Family name	Austin-Ajaero
Job title	CEO/COO
E-mail	Chelsea@thethreesclub.co.uk
Telephone no.	07468114608
Address line 1	Barkat House
Address line 2	C/O Abedin
Address line 3	116-118 Finchley Road
Town	
County	Greater London
Post Code	NW3 5HT
Company registration numbers (Where applicable)	
Registration number with Companies House	16527320
Registration number with equivalent body (e.g. FCA)	
Charity registration number	
VAT registration number	
Company Structure	
Type of organisation (e.g. PLC, Ltd, LLP, CIC, IPS; Other partnership; Sole trader)	Ltd
Size of organisation: Please state total number of employees (including directors and part-time staff)	3

Type of insurance	Minimum required:	Supplier's standard level of indemnity:
Employers' liability	£10,000,000	The Three's Club can commit to obtaining this level of insurance prior to commencement of the contract.

Public liability	£5,000,000	The Three's Club can commit to obtaining this level of insurance prior to commencement of the contract.
Professional Indemnity	£2,000,000	The Three's Club can commit to obtaining this level of insurance prior to commencement of the contract.

Please confirm whether you already have or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated above. If there is likely to be an issue with obtaining these levels, or you believe them to be excessive for the requirement, please contact us via the portal before the stated deadline date.

Part 7 - Supplier Declaration

I/We understand you are not bound to accept the lowest or any quote you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this quote.

Unless and until a formal Contract is prepared and executed this quote together with your written acceptance thereof shall constitute a binding Contract between us.

I/We confirm that this quote will be held open for a period of not less than 30 days.

Signature:



.....
Duly authorised agent of the supplier

Position held: Director & CFO

Dated: 20/06/2025

The Three's Club

A Journal of the Club

Project Start: 01/08/2019

Project End: 01/08/2019

Project Status: In Progress

Project Manager: [Redacted]

Project Sponsor: [Redacted]

Project Stakeholders: [Redacted]

Project Risks: [Redacted]

Project Issues: [Redacted]

Project Change Log: [Redacted]

Project Communication: [Redacted]

Project Reporting: [Redacted]

Project Archiving: [Redacted]

Project Closure: [Redacted]

Project Post-Mortem: [Redacted]

Project Lessons Learned: [Redacted]

Project Feedback: [Redacted]

Project Evaluation: [Redacted]

Project Review: [Redacted]

Project Sign-off: [Redacted]

Project Approval: [Redacted]

Project Authorization: [Redacted]

Project Delegation: [Redacted]

Project Empowerment: [Redacted]

Project Accountability: [Redacted]

Project Responsibility: [Redacted]

Project Commitment: [Redacted]

Project Dedication: [Redacted]

Project Passion: [Redacted]

Project Enthusiasm: [Redacted]

Project Motivation: [Redacted]

Project Inspiration: [Redacted]

Project Creativity: [Redacted]

Project Innovation: [Redacted]

Project Progress: [Redacted]

Project Performance: [Redacted]

Project Productivity: [Redacted]

Project Efficiency: [Redacted]

Project Effectiveness: [Redacted]

Project Quality: [Redacted]

Project Quantity: [Redacted]

Project Value: [Redacted]

Project Impact: [Redacted]

Project Influence: [Redacted]

Project Power: [Redacted]

Project Authority: [Redacted]

Project Prestige: [Redacted]

Project Reputation: [Redacted]

Project Image: [Redacted]

Project Brand: [Redacted]

Project Identity: [Redacted]

Project Culture: [Redacted]

Project Values: [Redacted]

Project Beliefs: [Redacted]

Project Attitudes: [Redacted]

Project Behaviors: [Redacted]

Project Emotions: [Redacted]

Project Thoughts: [Redacted]

Project Feelings: [Redacted]

Project Moods: [Redacted]

Project States: [Redacted]

Project Traits: [Redacted]

Project Characteristics: [Redacted]

Project Qualities: [Redacted]

Project Attributes: [Redacted]

Project Features: [Redacted]

Project Benefits: [Redacted]

Project Advantages: [Redacted]

Project Disadvantages: [Redacted]

Project Drawbacks: [Redacted]

Project Pros: [Redacted]

Project Cons: [Redacted]

Project Strengths: [Redacted]

Project Weaknesses: [Redacted]

Project Opportunities: [Redacted]

Project Threats: [Redacted]

Project Challenges: [Redacted]

Project Obstacles: [Redacted]

Project Barriers: [Redacted]

Project Constraints: [Redacted]

Project Limitations: [Redacted]

Project Restrictions: [Redacted]

Project Requirements: [Redacted]

Project Needs: [Redacted]

Project Wants: [Redacted]

Project Desires: [Redacted]

Project Goals: [Redacted]

Project Objectives: [Redacted]

Project Outcomes: [Redacted]

Project Results: [Redacted]

Project Achievements: [Redacted]

Project Successes: [Redacted]

Project Failures: [Redacted]

Project Mistakes: [Redacted]

Project Errors: [Redacted]

Project Problems: [Redacted]

Project Issues: [Redacted]

Project Concerns: [Redacted]

Project Worries: [Redacted]

Project Fears: [Redacted]

Project Hopes: [Redacted]

Project Dreams: [Redacted]

Project Aspirations: [Redacted]

Project Ambitions: [Redacted]

Project Visions: [Redacted]

Project Ideals: [Redacted]

Project Principles: [Redacted]

Project Standards: [Redacted]

Project Guidelines: [Redacted]

Project Rules: [Redacted]

Project Regulations: [Redacted]

Project Policies: [Redacted]

Project Procedures: [Redacted]

Project Processes: [Redacted]

Project Systems: [Redacted]

Project Frameworks: [Redacted]

Project Models: [Redacted]

Project Theories: [Redacted]

Project Concepts: [Redacted]

Project Ideas: [Redacted]

Project Innovations: [Redacted]

Project Discoveries: [Redacted]

Project Findings: [Redacted]

Project Conclusions: [Redacted]

Project Recommendations: [Redacted]

Project Suggestions: [Redacted]

Project Advice: [Redacted]

Project Tips: [Redacted]

Project Tricks: [Redacted]

Project Hacks: [Redacted]

Project Shortcuts: [Redacted]

Project Workarounds: [Redacted]

Project Solutions: [Redacted]

Project Answers: [Redacted]

Project Responses: [Redacted]

Project Reactions: [Redacted]

Project Comments: [Redacted]

Project Remarks: [Redacted]

Project Notes: [Redacted]

Project Observations: [Redacted]

Project Impressions: [Redacted]

Project Perceptions: [Redacted]

Project Views: [Redacted]

Project Opinions: [Redacted]

Project Beliefs: [Redacted]

Project Attitudes: [Redacted]

Project Behaviors: [Redacted]

Project Emotions: [Redacted]

Project Thoughts: [Redacted]

Project Feelings: [Redacted]

Project Moods: [Redacted]

Project States: [Redacted]

Project Traits: [Redacted]

Project Characteristics: [Redacted]

Project Qualities: [Redacted]

Project Attributes: [Redacted]

Project Features: [Redacted]

Project Benefits: [Redacted]

Project Advantages: [Redacted]

Project Disadvantages: [Redacted]

Project Drawbacks: [Redacted]

Project Pros: [Redacted]

Project Cons: [Redacted]

Project Strengths: [Redacted]

Project Weaknesses: [Redacted]

Project Opportunities: [Redacted]

Project Threats: [Redacted]

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Project Obstacles: [Redacted]

Project Barriers: [Redacted]

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Project Outcomes: [Redacted]

Project Results: [Redacted]

Project Achievements: [Redacted]

Project Successes: [Redacted]

Project Failures: [Redacted]

Project Mistakes: [Redacted]

Project Errors: [Redacted]

Project Problems: [Redacted]

Project Issues: [Redacted]

Project Concerns: [Redacted]

Project Worries: [Redacted]

Project Fears: [Redacted]

Project Hopes: [Redacted]

Project Dreams: [Redacted]

Project Aspirations: [Redacted]

Project Ambitions: [Redacted]

Project Visions: [Redacted]

Project Ideals: [Redacted]

Project Principles: [Redacted]

Project Standards: [Redacted]

Project Guidelines: [Redacted]

Project Rules: [Redacted]

Project Regulations: [Redacted]

Project Policies: [Redacted]

Project Procedures: [Redacted]

Project Processes: [Redacted]

Project Systems: [Redacted]

Project Frameworks: [Redacted]

Project Models: [Redacted]

Project Theories: [Redacted]

Project Concepts: [Redacted]

Project Ideas: [Redacted]

Project Innovations: [Redacted]

Project Discoveries: [Redacted]

Project Findings: [Redacted]

Project Conclusions: [Redacted]

Project Recommendations: [Redacted]

Project Suggestions: [Redacted]

Project Advice: [Redacted]

Project Tips: [Redacted]

Project Tricks: [Redacted]

Project Hacks: [Redacted]

Project Shortcuts: [Redacted]

Project Workarounds: [Redacted]

Project Solutions: [Redacted]

Project Answers: [Redacted]

Project Responses: [Redacted]

Project Reactions: [Redacted]

Project Comments: [Redacted]

Project Remarks: [Redacted]

Project Notes: [Redacted]

Project Observations: [Redacted]

Project Impressions: [Redacted]

Project Perceptions: [Redacted]

Project Views: [Redacted]

Project Opinions: [Redacted]

Project Beliefs: [Redacted]

Project Attitudes: [Redacted]

Project Behaviors: [Redacted]

Project Emotions: [Redacted]

Project Thoughts: [Redacted]

Project Feelings: [Redacted]

Project Moods: [Redacted]

Project States: [Redacted]

Project Traits: [Redacted]

Project Characteristics: [Redacted]

Project Qualities: [Redacted]

Project Attributes: [Redacted]

Project Features: [Redacted]

Project Benefits: [Redacted]

Project Advantages: [Redacted]

Project Disadvantages: [Redacted]

Project Drawbacks: [Redacted]

Project Pros: [Redacted]

Project Cons: [Redacted]

Project Strengths: [Redacted]

Project Weaknesses: [Redacted]

Project Opportunities: [Redacted]

Project Threats: [Redacted]

Project Challenges: [Redacted]

Project Obstacles: [Redacted]

Project Barriers: [Redacted]

Project Constraints: [Redacted]

Project Limitations: [Redacted]

Project Restrictions: [Redacted]

Project Requirements: [Redacted]

Project Needs: [Redacted]

Project Wants: [Redacted]

Project Desires: [Redacted]

Project Goals: [Redacted]

Project Objectives: [Redacted]

Project Outcomes: [Redacted]

Project Results: [Redacted]

Project Achievements: [Redacted]

Project Successes: [Redacted]

Project Failures: [Redacted]

Project Mistakes: [Redacted]

Project Errors: [Redacted]

Project Problems: [Redacted]

Project Issues: [Redacted]

Project Concerns: [Redacted]

Project Worries: [Redacted]

Project Fears: [Redacted]

Project Hopes: [Redacted]

Project Dreams: [Redacted]

Project Aspirations: [Redacted]

Project Ambitions: [Redacted]

Project Visions: [Redacted]

Project Ideals: [Redacted]

Project Principles: [Redacted]

Project Standards: [Redacted]

Project Guidelines: [Redacted]

Project Rules: [Redacted]

Project Regulations: [Redacted]

Project Policies: [Redacted]

Project Procedures: [Redacted]

Project Processes: [Redacted]

Project Systems: [Redacted]

Item	Category	Estimated Cost (£)	
Project Management	Labour	£	6,000.00
External Educators	Labour	£	10,500.00
Learning Material Dev	Labour/Materials	£	3,500.00
Professional Printing	Materials	£	2,200.00
Venue Hire	Overheads	£	3,800.00
Travel	Expenses	£	1,800.00
Subsistence	Expenses	£	1,500.00
Student Transport/Food	Expenses	£	800.00
Subscriptions	Overheads	£	900.00
Stationary	Materials	£	400.00
Cleaning Fees	Overheads	£	1,200.00
Data Analysis	Labour	£	2,400.00
Report Writing	Labour	£	2,300.00
Digital Marketing	Labour	£	1,300.00
Contingency	Risk Management	£	1,400.00
TOTAL		£	40,000.00

Justification

Coordination of 8-month project, stakeholder liaison, and KPI reporting. 15% FTE project manager.

Subject specialists delivering 20 workshops (STEM topics). Assumes 30 educator-days at £350/day.

Creation of STEM booklets/leaflets with Ashfield-specific LMI (aligned with Specification Section 2.5).

Production of 500 STEM career booklets + 2,000 A5 LMI leaflets (Specification Clause 2.5.7).

20 sessions across Ashfield venues (avg. £190/session). Excludes council-owned spaces (Specification Clause 2.8).

Educator transport across 3 Jobcentre Plus sites + schools/VCSEs (Bulwell to Alfreton = 25-mile radius).

Light refreshments for 150 participants + educators (Specification Clause 2.5.4). Stipends prohibited per UKSPF rule.

Work experience logistics for 10 students (STEM Ambassador tie-in, Specification Clause 2.5.8).

Scheduling tools + survey software (essential for monthly KPI reporting, Clause 2.6.4).

Workshop materials (flipcharts, pens, participation forms – Clause 2.5.9).

Post-session venue cleaning (required per Health & Safety Clause 2.7.4).

KPI tracking against OP17/OC26 (150 participants), survey processing, and quarterly reviews (Clause 2.6.4).

Draft evaluation report with case studies (text/video) as per Specification Section 2.6.

Promotion of Ashfield Career Boost portal during sessions (mandatory under Clause 2.5.6).

3.5% buffer for scheduling delays or material cost fluctuations (aligns with Gantt chart gaps).

s (Clause 2.7.1).

DN776429 - Ashfield STEM Careers Education for Stakeholders Project

Ref: ADCPS2

Part 5 - Pricing Response

I/We hereby offer to supply the requirement as detailed in this invitation to tender and any supporting documents, subject to the terms and conditions of contract specified, and at the prices and/or rates shown below:

Element:	Description:	Total:
1	Fixed Price for providing the services as specified	30
		30%

NB: All prices should exclude VAT.

Item	Category	Estimated Cost (£)
Project Management	Labour	6000
External Educators	Labour	10500
Learning Material	Dev Labour/Materials	3500
Professional Printing	Materials	2200
Venue Hire	Overheads	3800
Travel	Expenses	1800
Subsistence	Expenses	1500
Student Transport/Food	Expenses	800
Subscriptions	Overheads	900
Stationary	Materials	400
Cleaning Fees	Overheads	1200
Data Analysis	Labour	2400
Report Writing	Labour	2300



DISTRICT COUNCIL Digital Marketing	Labour	1300
Contingency	Risk Management	1400
Total		£ 40000

Justification

- Coordination of 8-month project, stakeholder liaison, and KPI reporting. 15% FTE project manager.
- Subject specialists delivering 20 workshops (STEM topics). Assumes 30 educator-days at £350/day.
- Creation of STEM booklets/leaflets with Ashfield-specific LMI (aligned with Specification Section 2.5).
- Production of 500 STEM career booklets + 2,000 A5 LMI leaflets (Specification Clause 2.5.7).
- 20 sessions across Ashfield venues (avg. £190/session). Excludes council-owned spaces (Specification Clause 2.8).
- Educator transport across 3 Jobcentre Plus sites + schools/VCSEs (Bulwell to Alfreton = 25-mile radius).
- Light refreshments for 150 participants + educators (Specification Clause 2.5.4). Stipends prohibited per UKSPF rules (Clause 2.7.1).
- Work experience logistics for 10 students (STEM Ambassador tie-in, Specification Clause 2.5.8).
- Scheduling tools + survey software (essential for monthly KPI reporting, Clause 2.6.4).
- Workshop materials (flipcharts, pens, participation forms – Clause 2.5.9).
- Post-session venue cleaning (required per Health & Safety Clause 2.7.4).
- KPI tracking against OP17/OC26 (150 participants), survey processing, and quarterly reviews (Clause 2.6.4).
- Draft evaluation report with case studies (text/video) as per Specification Section 2.6.
- Promotion of Ashfield Career Boost portal during sessions (mandatory under Clause 2.5.6).
- 3.5% buffer for scheduling delays or material cost fluctuations (aligns with Gantt chart gaps).

THIS AGREEMENT is dated day of 2025

BETWEEN:

- (1) ASHFIELD DISTRICT COUNCIL of Council Offices Urban Road, Kirkby in Ashfield, Nottingham NG17 8DA (the "Council"); and
- (2) THE THREE'S CLUB SERVICES LIMITED (Company No. 16527320) whose registered office is situated at Barkat House, C/O Abedin, 116-118 Finchley Road, London, England, NW3 5HT (the "Provider")

WHEREAS:

- (A) The Data Protection Legislation requires that where a Data Controller uses a Data Processor it must have a written contract (or other legal act) in place to evidence and govern their relationship.
- (B) The Council has engaged the Provider to carry out the processing activities as set out in Annex 1.
- (C) The Parties agree to comply with the provisions of this Agreement and the Data Protection Legislation in respect of the Personal Data and the processing activities.

NOW IT IS AGREED AS FOLLOWS:

1. In this Agreement unless the context requires the following will have the meanings set out below:

"Controller"	has the meaning given in the Data Protection Legislation
"Data Protection Impact Assessment"	An assessment by the Controller of the impact of the envisaged processing on the protection of the Personal Data
"Data Protection Legislation"	Data Protection, Privacy And Electronic Communications (Amendments Etc)(Eu Exit) Regulations 2019 Made On 28 February 2019 (As Amended By The Data Protection, Privacy And Electronic Communications (Amendments

	Etc)(Eu Exit) Regulations 2020 Laid On 14 October 2020) ("UK GDPR"), the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC ("EU GDPR"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practices)(Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, DPA 2018, the EU GDPR and all applicable laws and regulations relating to processing of personal data and privacy including all applicable guidance, codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time or any such laws which become enacted to supersede the above.
"Data Subject"	Means an individual who is the subject of Personal Data
"DPA 2018"	Means the Data Protection Act 2018 which subject to Royal Assent comes into force on 25 th May 2018 and any equivalent legislation amending or replacing the DPA 2018
"UK GDPR"	Means (a) the general Data Protection Regulations (Regulation (EU) 2016/679) which comes into force on 28 May 2018 and (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679) <i>as amended by</i> Data Protection, Privacy And Electronic Communications (Amendments Etc)(Eu Exit) Regulations 2019 Made On 28 February 2019 (As Amended By The Data Protection, Privacy And Electronic Communications (Amendments Etc)(Eu Exit) Regulations 2020 Laid On 14 October 2020)
"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, enforceable Community right within the meaning of section 2 of the European Communities Act 1972, bye-laws, regulatory policy, guidance or industry code, judgment of a relevant Court of Law, or

	directives or requirements of any regulatory body of which the Provider or its Staff are bound to comply.
"Personal Data"	has the meaning given in the Data Protection Legislation
"Personal Data Breach"	Has the meaning as set out in the Data Protection Legislation
"Processor"	has the meaning given in the Data Protection Legislation
"Protective Measures"	Appropriate technical and organisation measures 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 measures adopted by it
"Staff"	means all persons employed by the Provider (including volunteers, agency, locum, casual or seconded personnel) in the provision of any services or any activity related to or connected with the provision of any services

2. The Parties acknowledge that for the purpose of this Agreement and the Data Protection Legislation, the Council is the Controller, and the Provider is the Processor.
3. The Provider is only authorised by the Council and shall only process Personal Data in accordance with the Council's instructions as set out in Annex 1 (which may be amended from time to time), unless the Provider is otherwise required to do so by Law. Where the Processor is relying on Law with regard to the processing of Personal Data, it shall notify the Council of this prior to any processing taking place.
4. The Council will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.
5. If required the Provider shall, prior to the commencement of any processing, provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment. Such assistance may include:
 - 5.1 a systematic description of the envisaged processing operations and the purpose of the processing;

- 5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services being provided by the Provider;
 - 5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Provider shall notify the Council immediately if it considers any instructions from the Council to be in breach of Data Protection Legislation.
- 7. The Provider, in respect of any processing of Personal Data under this Agreement shall:
 - 7.1 have in place, and maintain, Protective Measures, reviewed and approved by the Council from time to time to ensure levels of security. Such measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data (such measures having taken into regard the nature of the data to be protected, the state of technological development and the cost of implementation);
 - 7.2 not transfer Personal Data outside of the European Economic Area unless with the prior written consent of the Council, and subject to the Council and Processor being satisfied that sufficient safeguards are in place in respect of the transfer of the Personal Data and to protect the rights of the Data Subject;
 - 7.3 delete or return all Personal Data (including copies of it) to the Council when the retention period expires or on termination of this Agreement (whichever takes place first) unless the Provider is required by Law to retain the same;
 - 7.4 allow the Council access to the Personal Data at all times;
 - 7.5 maintain a full record of processing activities they are carrying out;
 - 7.6 ensure that the persons authorised to process personal data are subject to an appropriate duty of confidentiality;
 - 7.7 ensure the protection of the rights of the data subject;
 - 7.8 Comply with its obligations as Data Processor under the Data Protection Legislation
- 8. The Provider shall ensure that its Staff:

- 8.1 only process Personal Data in accordance with this Agreement;
 - 8.2 are aware of and comply with the Provider's duties under this Agreement;
 - 8.3 enter into and be subject to, as appropriate, confidentiality agreements with the Provider or any sub-contractor;
 - 8.4 are made fully aware of the confidential nature of the Personal Data and not to publish, disclose or divulge any of the Personal Data to a third party unless directed to do so under this Agreement;
 - 8.5 have undergone appropriate training in the use, care, protection and handling of Personal Data.
9. The Provider shall notify the Council within two (2) working days and shall provide full assistance and further information if it receives:
 - 9.1 a request for Personal Data from a Data Subject;
 - 9.2 a request to rectify, block or erase any Personal Data;
 - 9.3 any other request in relation to the Council or Provider's obligations under Data Protection Legislation;
 - 9.4 any communication from the Information Commissioner, or Regulations authority in connection with Personal Data being processed under this Agreement;
 - 9.5 a request from any third party for disclosure of Personal Data which disclosure is required by Law.
10. The Provider shall notify the Council without delay and in any event within 24 hours upon becoming aware of a Personal Data Breach or loss of Personal Data processed under this Agreement in order to enable the Council to report the breach to the Information Commissioners Office ("ICO") within the 72 hour deadline imposed by the Data Protection Legislation and to assist the Council, as directed, in the investigation, mitigation and remediation of any Personal Data Breach. As Processor, the Provider acknowledges that it is not required to notify the ICO of any breach.
11. In the event of any personal data breach the Provider shall assist the Council in issuing any notifications to data subjects if the Council deems this as necessary within the Data Protection Legislation.
12. The Provider shall keep and maintain accurate records and information to demonstrate compliance with its obligations under this Agreement and any additional Data Protection Legislation obligations.

13. It shall be at the Council's sole discretion as to whether it consents to any processing being conducted by a third party Sub-Processor. If the Provider requires any processing to be undertaken by a sub-contracted third party it must first seek the written agreement of the Council and the Provider shall enter into an appropriate written agreement with the Sub-Processor with processing obligations no less onerous than as set out in this Agreement pursuant to Part 3, s59 Data Protection Act 2018. For the avoidance of doubt, the Provider shall remain fully liable to the Council in respect of all acts or omissions of the Sub-Processor.

AS WITNESS the hands of the parties

SIGNED for and on behalf
of the Council

Authorised signatory

SIGNED for and on behalf
of the Provider

Authorised signatory

ANNEX 1

Data Processing Instructions

Here you must include and clearly set out the following if there will be any processing of data:

Description:	Scope:
Subject Matter	<i>The Ashfield STEM Careers Education for Stakeholders project is a UKSPF People and Skills initiative being delivered in our district by the provider.</i>
Duration:	<i>This project will run until 31st March 2026</i>
Nature and Purpose of the Processing	<i>The provider will collate information on which individuals they are working with as they deliver this project.</i> <i>This will show the participants ward within Ashfield, start date, age group on joining, gender, employer name, and job title.</i> <i>If the participant progresses their career after receiving support from the project, then we will collect:</i> <i>• name of employer</i> <i>• employer address</i> <i>• job title</i> <i>• start date.</i> <i>If any UKSPF Project outcomes are known, this information will also be detailed.</i> <i>Ashfield District Council will collate this information for the purposes of understanding local demographics of individuals and to shape council services to meet local needs.</i> Demographic reports process: <i>1. Contractor will complete enrolment form and capture on their CRM.</i> <i>2. Contractor will capture all participants on the project within their project CRM and also include the participants in a spreadsheet for demographic data purposes. They will record in the spreadsheet: Contract CRM ID, ward within Ashfield, start date,</i>

age group on joining, gender, employer name, and job title.

3. Contractor will send the spreadsheet to Nathan.mcnicholas@ashfield.gov.uk on a monthly basis and this will be password protected.
4. Contractor will send the password separately to Nathan.mcnicholas@ashfield.gov.uk
5. Nathan will store the spreadsheet in ADC (S:) drive, and this will remain password protected.
6. This spreadsheet will remain in the ADC (S:) drive until contractor sends final data to Nathan which will be no later than 14th April 2026. This will not be shared with anyone.
7. On 14th April 2026, Nathan will then create and export a demographic report for the project (using the spreadsheet data) and then delete spreadsheet.

Quarterly sampling process:

1. Contractor will send to Nathan on a quarterly basis a minimum of one participant that has progressed into outputs and outcomes. They will send the word version of the enrolment form; evidence of the outputs and outcomes as identified in the ITT.
2. In enrolment form, it will include participant data sets including; Contract CRM ID, ward within Ashfield, start date, age group on joining, gender, employer name, and job title.
3. Contractor will send the forms to Nathan.mcnicholas@ashfield.gov.uk on a quarterly basis and these will be password protected.
4. Contractor will send passwords separately to Nathan.mcnicholas@ashfield.gov.uk
5. Nathan will store completed enrolment form / output and outcome evidencing in ADC S drive and these will remain password protected. This will not be shared with anyone or saved anywhere else.
6. This data will be retained for a week which will allow time to conduct audit.
7. Contract CRM ID will be added to an auditing spreadsheet which will not contact any personal information.
8. After audit, completed enrolment form / output and outcome evidencing will be deleted. Only completed enrolment form will contain personal data. Outcome / output evidencing will just contact customer name and their CRM ID.

The lawful basis under which we will process your information is consent (Article 6(1)(a) UK GDPR). And this

	<i>forms part of Ashfield District Councils People and Skills Investment Privacy Notice, see here:</i> <i>https://www.ashfield.gov.uk/your-council/legal-information-public-data/privacy-notice/people-and-skills-investment-privacy-notice/</i>
Type of Personal Data	<i>Information will be collected showing the following:</i> • <i>Contract CRM ID</i> • <i>Ward within Ashfield</i> • <i>Start date</i> • <i>Age group on joining</i> • <i>Gender</i> • <i>Employer name</i> • <i>Job title.</i> <i>Information will also be collated to show which UKSPF outcomes have been achieved per participant.</i>
Categories of Data Subject	• <i>UKSPF Project Information</i>
Plan for return and destruction of the data once processing complete	<i>On completion of the project the provider will send ALL related documents to Ashfield District council who will store these in accordance with ADC usual practices.</i>

Project reference code: SIF-6000-1Xen-Je

The bold targets in this case can be found in the original target columns.

Contract details
Estimated cost: \$100,000.00

Estimated by the author.

Quantitative analysis of the...

Highest social value other (Q)

100%

100%	100%
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